

# **PUBLIC BUILDING COMMISSION OF CHICAGO**



**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NUMBER PS1983D**

**WITH**

**CUSHING AND COMPANY**

**TO PROVIDE**

**COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES**

**FOR**

**VARIOUS PBC PROJECTS**

---

**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](http://www.pbcchicago.com)**

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FOR VARIOUS PBC PROJECTS PS1983D**

**EXECUTION PAGE**

**COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES  
FOR VARIOUS PBC PROJECTS  
PS1983D**

**THIS AGREEMENT** to provide comprehensive digital construction printing services is effective as of January 1, 2014 but actually executed on the date witnessed (the "Agreement"), is entered into by 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 **Cushing and Company** with offices at 420 W. Huron, Chicago, IL 60654, (the "**Vendor**").

**Background Information – Recitals**

**Whereas**, the Commission requires comprehensive digital construction printing services described in the Agreement in connection with various Projects undertaken by the Commission and desires to retain the Vendor on the terms and conditions set forth in the Agreement to perform the Services. The Vendor desires to be so retained by the Commission and has represented to the Commission that the Vendor has the knowledge, skill, experience and other resources necessary to provide the Services in the manner provided by the Agreement.

**Whereas**, the Vendor has consulted with the Commission, reviewed this Agreement, and taken such other actions as the Vendor deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Vendor represents that it is qualified and competent by education, training and experience to provide the Services in accordance with standards of reasonable professional skill and diligence.

**Whereas**, the Commission has relied upon the Vendor's representations in selecting the Vendor.

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NOW THEREFORE, the parties agree on the terms and conditions that follow:

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: \_\_\_\_\_

Mayor Rahm Emanuel  
Chairman

ATTEST:

Lori Lypson  
Secretary

Date: 12/10/13

CUSHING AND COMPANY

Cathleen Cushing Duff  
President

Date: 11-19-13

AFFIX CORPORATE  
SEAL, IF ANY, HERE

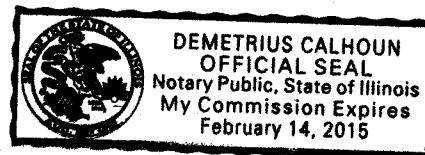
County of: COOK

State of: IL

Subscribed and sworn to before me by Cathleen Cushing Duff on behalf of Vendor this 19 day of Nov, 20 13.

Demetrius Calhoun  
Notary Public

My Commission expires:  
(SEAL OF NOTARY)



Approved as to form and legality

Anne L. Fredel

Date: 11-20-2013

Neal & Leroy, LLC

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**TERMS AND CONDITIONS**

1. **Definitions.** The following phrases have the same meanings for purposes of this Agreement.
  - a. **Agreement** means this agreement for the provision of comprehensive digital construction printing services, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.
  - b. **Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Contract. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
  - c. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.
  - d. **Key Personnel** means those job titles and persons as identified in those positions as identified in Vendor's proposal and accepted by the Commission as set forth on Attachment B.
  - d. **Contractor or Vendor** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
  - e. **Project** means the construction, rehabilitation and/or improvement of a building or facility by the Commission on behalf of a User Agency.
  - f. **Services** means the provisioning of comprehensive digital construction printing as specified in this Agreement that are necessary to allow the Vendor to fulfill its duties, obligations and responsibilities under this Agreement.
  - g. **Sub-consultant or Sub-vendor** means a firm hired by the Vendor to perform professional services related to the Services to be performed under this Agreement.
  - h. **User Agency** means the municipal corporation that requested the Commission to undertake the construction, rehabilitation and/or improvement of the Project.
2. **Incorporation of Documents.** The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Vendor acknowledges and agrees that Vendor is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.
  - a. **Project Documents.** The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, are set forth and described in this Agreement (the

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"Project Documents").

b. Policies Concerning MBE and WBE. The Vendor has read and agrees to comply with all provisions of the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, 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, Vendor acknowledges and agrees that Vendor is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

c. The Vendor 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](http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code_of_EthicsAmendOct32011_20110920.pdf), and is incorporated into this Agreement by reference.

d. The Vendor agrees to cooperate with all requests made the Commission's Inspector General, as set forth in the Authorization to Establish an Inspector General Function for the Public Building Commission of Chicago Resolution passed by the Commission on 10/1/2010, which shall be made available upon request.

3. Engagement and Standards for Performing Services.

a. Engagement. The Commission hereby engages the Vendor, and the Vendor hereby accepts such engagement, to perform the Services described in Schedule A of this Agreement. Requests for Services will be provided to the Vendor in paper form or by electronic means from time to time by mutual agreement of the Commission and the Vendor.

b. Performance Standard. The Vendor represents and agrees that the Services performed under this Agreement 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 consistent with that degree of skill and care ordinarily exercised by vendors performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Vendor identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Vendor shall promptly provide notice to the Commission. The Vendor further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Vendor to perform the Services in the manner required by the Agreement.

c. Vendor's Personnel. Vendor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Vendor must maintain current copies of any such licenses and provide copies thereof upon request by the Commission. Vendor remains responsible for the professional and technical accuracy of all Services furnished, whether by the Vendor or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

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d. Confidentiality. Vendor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Vendor must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Vendor must at all times act in the best interests of the Commission and User Agency consistent with Vendor's professional obligations assumed by Vendor in entering into this Agreement. Vendor promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Vendor must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. Independent Contractor. In performing the Services under this Agreement, Vendor 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 Commission or the User Agency. As an independent contractor, Vendor is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

f. Limitations on Sub-Consultants. Vendor must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

g. Failure to Meet Performance Standard. If the Vendor fails to comply with its obligations under the standards of the Agreement, the Vendor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Vendor of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Vendor, either under the Agreement, at law or in equity.

h. Changes to the Services. The Commission may from time to time request changes to the terms of the Agreement or in the Scope of Services of the Vendor to be performed hereunder. 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 Commission and Vendor, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

4. Duties and Obligations of Vendor

a. Nondiscrimination. The Vendor agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. seq., the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. seq., the Illinois Human Rights Act 775 ILCS 5/1-101 et. seq., and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2004, as amended on October 8, 2009 and June 12, 2012,

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concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Vendor will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Vendor performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Vendor shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 (720 ILCS 5/33E-1 et. seq.) If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Vendor, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Vendor to the respective employees to whom they are due.

c. Compliance with Policies Concerning MBE and WBE Participation. Without limiting the generality of the requirements of the policies of the Commission referred to above, the Vendor will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, as amended on October 8, 2009 and June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

d. Delays. The Vendor agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Vendor to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

e. Records. The Vendor shall maintain accurate and complete records of expenditures, costs and time incurred by Vendor in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Vendor's offices upon reasonable notice during normal business hours. Vendor shall retain all such records

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for a period of not less than five calendar years after the termination of this Agreement.

f. Time of Essence. The Vendor acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Vendor agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of the Vendor under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Vendor as a result of the Vendor's engagement hereunder.

g. Compliance with Laws. In performing its engagement under this Agreement, the Vendor shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and (b) above and in the documents referred to in paragraph 2 of this Agreement.

h. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Vendor may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Vendor agrees to cause such meetings to be attended by appropriate personnel of the Vendor engaged in performing or knowledgeable of the Services.

i. Defects in Project. The Vendor shall notify the Commission immediately in the event the Vendor obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

j. Document Control

a.) The Commission has instituted an on-line collaboration and document management system (the "System"). The Vendor shall use the System when providing its services to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Authorized Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. The Vendor shall post all Project-related documents, including Record Documents, on the System. By executing this Agreement, the Vendor agrees to comply with all terms and conditions required by the Commission for the use of the System.

b.) Within 15 calendar days following the Notice to Proceed, the Vendor shall designate an employee who will serve as its System Coordinator. The Vendor's System Coordinator will be the point of contact for the Commission for implementation and support for the Vendor's use of the System.

c.) Employees of the Vendor and its Subconsultants who will use the System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.

d.) The System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Vendor must furnish its own hardware



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and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from the Vendor to the Commission will occur via the System. In the event that hand signatures and/or stamps are required for the document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such documents shall be made simultaneously via the System and hardcopy; hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must be scanned and uploaded to the System.

e.) The Vendor shall be solely responsible for its use of the System, as well as use of the System by its Subconsultants.

k. The Vendor shall submit all invoices in electronic format using the System . All submitted invoices shall include a cover page as provided by the Commission.

**5. Term of Performance**

a. Term of Performance. This Agreement will take effect as of the date on the Execution Page ("Effective Date") and continue for two years or until this Agreement is terminated in accordance with its terms, whichever occurs first. The Commission and the Vendor may, from time to time, by mutual agreement, extend the term of this Agreement by amending this Agreement.

b. Agreement Extension Option

The Commission may elect to extend this Agreement for two additional one year terms in the aggregate under the same terms and conditions as this original Agreement, by notice in writing to the Vendor.

c. Termination by Commission. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Vendor at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Vendor hereunder with respect to all or any part of the Services, by written notice given to the Vendor at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Vendor from liability for the performance of any obligation of the Vendor under this Agreement performed or to have been performed by the Vendor on or before the effective date of termination or suspension. Provided the Vendor is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Vendor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Vendor for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Vendor for any loss, cost or damage which the Vendor or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Vendor for actual expenses approved by the Commission.

Termination by Vendor. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the

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Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Vendor, or if the Commission fails to make any payment or perform any other obligation hereunder, the Vendor shall have the right to terminate this agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Vendor for periods up to the effective date of termination.

6. Compensation of Vendor; Reimbursement for Expenses. The Commission shall compensate the Vendor for the Services in the manner set forth Schedule B of this Agreement.

7. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Vendor, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. Information. The Commission shall provide the Vendor all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Vendor and render decisions pertaining thereto with reasonable promptness.

c. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

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

e. Audits. The Commission shall have the right to audit the books of the Vendor on all subjects relating to the Project and/or the Services.

8. Indemnification of Commission. The Vendor 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 act of the Vendor or any person employed by the Vendor to the maximum extent permitted by applicable law.

9. Insurance to be Maintained by Vendor. The Vendor shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Vendor, insurance coverage as set forth in Schedule C of this agreement.

10. Default.

a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Vendor duly to observe or perform any obligation or agreement on the part of the Vendor contained in this Agreement, which failure

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or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Vendor by the Commission;

ii. Failure of Vendor to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Vendor set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Vendor becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Vendor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Vendor's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Vendor's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Vendor, in which event the Commission shall have no further obligations hereunder or liability to the Vendor except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. Disputes.

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a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning permissibility of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Vendor in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Vendor and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Vendor will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Vendor that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Vendor must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Vendor will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

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

13. Assignment. The Vendor acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Vendor and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Vendor, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Vendor.

14. Personnel. The Vendor further acknowledges that the Vendor has represented to the Commission the availability of certain members of the Vendor's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Vendor shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members

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of the Vendor's staff, to the Project.

15. Relationship of Parties. The relationship of the Vendor to the Commission hereunder is that of an independent contractor, and the Vendor, except to the extent expressly provided to the contrary in this agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

16. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

b. Entire Agreement. This Agreement 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 are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Vendor under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Vendor is not in default of any obligation of the Vendor hereunder, the Commission shall pay to the Vendor, according to the terms hereof, all compensation and reimbursements due to the Vendor for periods up to the effective date of suspension.

d. Governing Law. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. No Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. Notices. All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Vendor at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Vendor may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph

g. Reimbursable Expenses. Reimbursable expenses include those actual expenditures as identified in Schedule B to this Agreement which are made by the Vendor and payable by the Commission.

h. Severability. In the event that any provisions of this Agreement shall be invalid, illegal or

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unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

i. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

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

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**SCHEDULE A  
SCOPE OF SERVICES**

**I. General.** The Vendor will provide cost-effective, high quality Comprehensive Digital Construction Printing Services for Projects undertaken by the Commission. Services will be ordered on an as needed basis.

As construction Projects are identified, a Vendor will be assigned to provide the printing Services for that Project.

The Authorized Commission Representative will assist the Commission in managing the Services and will have the authority, as specifically directed by the Executive Director, to act on its behalf. The Commission will designate various individuals as Authorized Commission Representatives.

**II. Description of Services**

In addition to the following-described Services, other related services may be required from Vendor during the bid or construction phase of a project. During the bid phase of a Project, the Vendor may be requested to provide 13 sets of 150 pages of a 30" x 42" sheet size or a 15" x 21" sheet size and after the bid phase there may be requests for addenda of 10 sets of 8 pages. The following are services typically required during the construction phase of a Project:

1. Full service in-house comprehensive digital construction printing services.
2. Provide digital bond printing from as large as 36"x 48" to as small as 12"x 18".
3. Provide innovative technology for document online management.
4. Provide printing of documents on at least 25% recycled paper products.
5. Provide scanning of documents as large as 36"x 48".
6. Provide posting of documents, both plans and specifications, as a PDF file that is viewable online on a password secure website.
7. Provide access to a website for online ordering of Construction Documents.
8. Provide and maintain a chronological history set of all sheets in projects.
9. Provide closeout CD's upon project completion.
10. Provide printing of Construction Documents as large as 11"x17" in color and/or black and white.
11. Provide binding with GBC, screw or coil binding.
12. Package and ship documents and specifications throughout Chicago metropolitan area.
13. Coordinate pickups and deliveries.
14. Provide a secure FTP site to post Construction Documents.
15. Provide a detailed summary of all orders placed.
16. Maintain an up-to-date plan holders list.
17. Provide maximum bond printing services up to 20 sets of 459 sheets at 36"x48" including 20 specification books at 1700 sheets 8.5"x11" with a 24 hour turn around time.
18. Allow Commission or Commission's Representative to upload directly on online project website,

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- collaboration tool to keep all documents in a central place to be downloaded and worked on.
19. Provide and maintain a centralized file for all project documentation.

**III. Other Terms and Conditions**

1. Orders will be placed by various Commission departments and Commission Authorized Representatives on an "as needed" basis. The Commission will not be obligated to any minimum or maximum quantities.
2. The Vendor will be responsible for providing all labor, equipment, material and consumables necessary for the production of printed material by copying and/or offset printing.
3. Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the Commission and Commission Authorized Representative.
4. Proofs may be required and are subject to Commission approval before completion of the assignment.
5. Any designs, drawings, pictures, blueprints, etc. provided by Commission and or the Commission Authorized Representatives for use in production of printed material involves property rights of the Commission and shall be held confidential by the vendor(s).
6. All packages, boxes, and cartons shall be labeled as to contents, requisition number, project name and number and requester name.
7. All work completed will be subject to inspection and approval by the Commission and the Commission reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards. Rejected work shall be at the expense of the vendor(s).

**ADDITIONAL SERVICES**

Provide such additional Services as required by the Commission.



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**SCHEDULE B  
COMPENSATION OF THE VENDOR**

**I. VENDOR'S MAXIMUM COMPENSATION**

A. The Commission shall pay the Vendor for the satisfactory performance of the Services a Not-to-Exceed amount of \$100,000.00 during the initial term of this Agreement. Vendor will be compensated for Services provided as indicated on the attached vendor price list (Attachment A)

B. Vendor's fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, insurance, deliverables and any other costs incurred in preparation and submittal of deliverables.

~~**II. HOURLY RATES FOR VENDOR AND SUBCONTRACTOR PERSONNEL**~~

~~A. Hourly Rates for Vendor and Subcontractor personnel. All Vendor and subcontractor personnel and the hourly rate billable for each are subject to the prior approval of the Commission.~~

~~B. Hourly Rates for Vendor and Subcontractor personnel are provided in Vendor's Proposal, which is included as Attachment A. The hourly rates provided by the Vendor will be used to determine the costs for any work related to the project yet not included in Schedule A "Scope of Services."~~

**III. METHOD OF PAYMENT**

A. Upon completion of an assigned printing Project, the Vendor will submit an invoice for Services performed for that project to the Commission for approval. All invoices must reference the assigned Commission contract number, project name and requester name.

B. Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subcontractor costs. In accordance with the terms of the Agreement, the Vendor must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

C. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Vendor.

D. If the Commission disputes certain items in the Vendor's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

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**SCHEDULE C  
INSURANCE REQUIREMENTS**

The Vendor must provide and maintain at Vendor's own expense, until expiration or termination of the Agreement and during the time period following expiration if Vendor is required to 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 and the User Agency 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 Vendor 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 and the User Agency must be named as Additional Insured on a primary, non-contributory basis.

**C.1.4. Professional Liability**

When a professional performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

**C.2. ADDITIONAL REQUIREMENTS**

The Vendor 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

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insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Vendor 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 Vendor is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Vendor will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Vendor 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 Vendor 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 Vendor.

The Vendor hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the User Agency or their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission or the User Agency do not contribute with insurance provided by the Vendor 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 Vendor 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 Vendor must require all its subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement.

If Vendor 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 A  
DISCLOSURE OF RETAINED PARTIES**

**(Vendor's Disclosure of Retained Parties Affidavit Follows This Page)**

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**SCHEDULE E - DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. 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.
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**

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_  
Description or goods or services to be provided under Contract: \_\_\_\_\_  
\_\_\_\_\_
2. Name of Consultant: \_\_\_\_\_
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)

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

4. 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

08/26/2013

Date

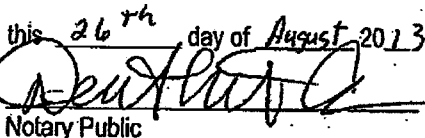
Cathleen Cushing Duff

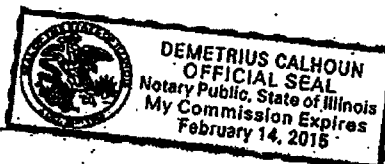
President

Name (Type or Print)

Title

Subscribed and sworn to before me

this 26<sup>th</sup> day of August 2013  
  
Notary Public



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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**(Vendor's Disclosure Affidavit Follows This Page)**

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SCHEDULE A

Part I. DISCLOSURE AFFIDAVIT

Section A. History of the Firm

Name of Firm: Cushing and Company Phone No. (312) 266-8228  
Address: 420 W. Huron Fax No. (312) 799-8353  
City, State, ZIP: Chicago, IL 60654  
Contact Person: Mike Sherkey e-mail: sherk@cushingco.com

Submittal is for: ☐ Parent Company ☐ Subsidiary ☐ Division ☐ Joint Venture\* ☐ Branch Office  
\*If a joint venture, attach a copy of joint venture agreement.

Parent Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

How many years has the firm or venture been in business under its present name? 84 Years

Under what other names, if any, has the firm or venture operated? \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN or S.S. #: 36-0969500

DISCLOSURE OF OWNERSHIP INTERESTS

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

Firm/Proposer/Consultant is a: ☒ Corporation ☐ LLC  
☐ Partnership ☐ LLP  
☐ Joint Venture ☐ Not-for-Profit Corporation  
☐ Sole Proprietorship ☐ Other

FOR PROFIT CORPORATION

State of Incorporation Illinois

Authorized to do business in the State of Illinois: Yes ☒ No ☐



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Names of all officers of corporation  
(Or attach list):

Name (Print or Type)	Title (Print or Type)
Cathleen Cushing Duff	President
Joseph x Cushing	Ex. VP

Names of all directors of corporation  
(Or attach list):

Name (Print or Type)	Title (Print or Type)
Cathleen Cushing Duff	President
Joseph X. Cushing	Ex VP

Is the corporation owned partially or completely by one or more other corporations?  
If "yes" provide the above information, as applicable, for each such corporation.

Margaret Burke/NA  
Yes ☐ No ☒

Indicate here or attach a list 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 of Shareholders (Print or Type)	Percentage Interest
See Attached	%
	%

**PARTNERSHIPS**

- a. If the respondent/proposer or Contractor 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
na	%
	%

**SOLE PROPRIETORSHIP**

- a. The respondent/proposer or Contractor 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- 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)
NA	

**Section B. Licensing**

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois? Yes X No \_\_\_\_\_

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license. Attach a copy of each license listed.

Category	Registered License (or license number)	Organization Issuing License	Expiration Date
Limited Business	1474663	City of Chicago	09/15/2014

**Section C. MBE/WBE Certifications**

Is your organization currently certified as a MBE or WBE with any of the following agencies or organizations?

\* If yes, please check and attach copy of current Letter of Certification.

City of Chicago



Cook County



Name	Certificate #	# of shr	Date Acquired	Source of stock	Value
Cathleen Cushing Duff	72	125	3/29/1971	Gifted from FJC, Sr	
	83	100	10/4/1986	Purchased for cash	\$35/share
	84	190	1/1/1986	Inherited from HMC	
F John Cushing III	73	125	3/10/1972	Gifted from FJC, Sr	
	85	189	1/1/1986	Inherited from HMC	
Mary Cushing Doherty	75	125	4/22/1974	Gifted from FJC, Sr	
	87	190	1/1/1986	Inherited from HMC	
Margaret Cushing Burke	77	125	5/30/1978	Gifted from FJC, Sr	
	89	190	1/1/1986	Inherited from HMC	
Thomas Maloney Cushing	81	125	11/3/1982	Gifted from FJC, Sr	
	90	189	1/1/1986	Inherited from HMC	
Joseph Xavier Cushing	82	125	8/21/1984	Gifted from FJC, Sr	
	91	189	1/1/1986	Inherited from HMC	

Confidential

Final worksheet for equity buyout.xls, Tab 2

10/23/2007

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Section D. Anti-Collusion

The Contractor, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

Cathleen Cusby President  
(Signed) (Title)

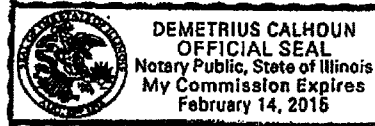
Subscribed and sworn to before me this 21 day of August, 2008

(Signature)

(SEAL)

(Title)

My Commission expires:



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**EXHIBIT C  
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

**1. Policy Statement**

- a. It is the policy of the Commission 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 Vendor 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.
- b. The Commission requires the Consultant 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.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

**2. Aspirational Goals**

- a. 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 Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. 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.
- c. 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 Consultant or such other remedy, as the Commission deems appropriate.

**3. Definitions**

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a. 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 or County of Cook.

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

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

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

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

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

(7) "Good faith efforts" means actions undertaken by a Consultant 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) "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

- a. 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.
- b. 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 Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant 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.
- d. A Consultant 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.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant 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.

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- f. A Consultant 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).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.

(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 the County of Cook must be submitted.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder must submit a "Schedule 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 Schedule 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) Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule 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) Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule 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. Bidders are responsible



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for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

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

**6. Evaluation of Compliance Proposals**

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his 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 bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder 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 Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

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**7. Request for Waiver**

- a. If a Bidder 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 bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - (1) Attendance at the Pre-bid conference;
  - (2) The Bidder'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-bids;
  - (4) Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - (5) Description of direct negotiations with MBE and WBE firms for specific sub-bids, 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 Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.

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- (8) Efforts made by the Bidder 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.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, 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 Bidder;
  - (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.

**8. Failure To Achieve Goals**

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

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MBEs and WBEs is not a sufficient reason for a Consultant'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 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 bids to meet the goals.

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

(6) Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant 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 Consultant.

(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 Consultants' 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.

- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

**9. Reporting and Record-Keeping Requirements**

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or

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purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant 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 Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.

- b. The Consultant 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 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

**10. Disqualification of MBE or WBE**

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

**11. Prohibition On Changes To MBE/WBE Commitments**

- a. The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant'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 Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the

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subcontract.

b.

**12. MBE/WBE Substitution Requirements and Procedures**

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant 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 Consultant 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 Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2)

(2) The Consultant's notification should 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 subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant'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 Consultant; 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.

- (3) The Consultant's notification should 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 should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms

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(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 should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. 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 Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

**13. Non-Compliance**

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

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**14. Severability**

- a. 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.

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**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation  
(1 of 2)**

Name of Project: Comprehensive Digital Construction Printing

STATE OF ILLINOIS     }  
                                      } SS  
COUNTY OF COOK       }

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

\_\_\_\_\_  
Title and duly authorized representative of  
Cushing and Company, 420 W. Huron, Chicago, IL 60654

\_\_\_\_\_  
Name of General Contractor whose address is

Chicago Illinois  
in the City of \_\_\_\_\_, State of \_\_\_\_\_  
and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule 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 Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Cushing and Company	Printing and Digital Services	\$	TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Base Bid</b>		%	100 %

The General Contractor 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.

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation  
(2 of 2)**

**SUB-SUBCONTRACTING LEVELS**

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, 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 Contractor 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:  
Cushing and Company

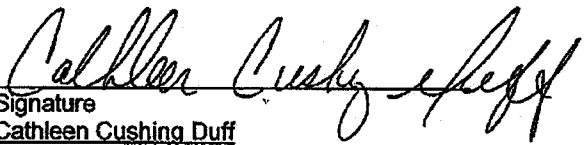
\_\_\_\_\_  
Name of Contractor (Print)

10/18/2013  
Date

\_\_\_\_\_  
Phone

312-266-8228

\_\_\_\_\_  
Phone

  
\_\_\_\_\_  
Signature  
Cathleen Cushing Duff  
Name (Print)

**IF APPLICABLE:**

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_



October 22, 2013

To Whom it May Concern,

Cushing and Company is a certified WBE vendor providing printing and digital services. We do all of our work in-house and do not use subcontractors, therefore we do not utilize any MBE business partners. All work done through us is WBE.

I hope this satisfies your needs for MBE subcontractor hiring information.

Sincerely,

A handwritten signature in cursive script that reads 'Cathleen Cushing Duff'.

Cathleen Cushing Duff  
President  
Cushing and Company

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

Name of Project \_\_\_\_\_ Contract Number \_\_\_\_\_

Date \_\_\_\_\_

STATE OF ILLINOIS        }  
  } SS

COUNTY OF COOK        }

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
<b>TOTALS</b>					

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**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)

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**Attachment A  
Cost Fee Schedule**

**(Vendor's Cost Fee Schedule Follows This Page)**

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PS1983  
SCHEDULE C - PRICE PROPOSAL

PRODUCT	UNIT	PRICE
8.5 x 11 B&W 20# PAPER	EACH	.05
8.5x11 COLOR 20# PAPER	EACH	.24
8.5x14 B&W 20# PAPER	EACH	.06
8.5 x 14 COLOR 20# PAPER	EACH	.29
11x17 B&W 20# PAPER	EACH	.08
11x17 COLOR 20# PAPER	EACH	.36
Screw Binding	(per book)	1.50
GBC Binding	(per book)	2.00
Acco Binding	(per book)	1.00
Scan to Print	(per sheet)	.50
Scan/Index/Publish Fee	(per sheet)	1.5
Scan/Index/Publish Fee	Spec File	.08
CD Burn	EACH	12.00
DVD Burn	EACH	20.00
File Retrieval	Specs	6.00/job
File Retrieval	Sheets	6.00/job
Half-size Bond Printing	1-5000 sq ft	.09
Half-size Bond Printing	5,001-10,000 sq ft	.08
Half-size Bond Printing	10,001 sq ft & above	.07
Sq. Ft. of Bond Printing 24x36 Black and White 20# Bond 42x30 Black and White	1-5,000 sq ft	.08
Sq. Ft. of Bond Printing 24x36 Black and White 20# Bond 42x30 Black and White	5,001-10,000 sq ft	.07
Online Project Mgt. Fee	BY PROJECT	60.00 set-up/project
Online Monthly Mgt. Fee	MONTHLY	350.00/mo. up to 100
Pick-Up & Delivery for Contractors	EACH per quote	6.00-60.00 Projects
Pick-Up & Delivery to Downtown (LOOP)	EACH	7.50
Rush Delivery for Contractors	Each	per quote
Sq. Ft. of Full Color Posters		1.25
Sq. Ft. of Red Line Color Printing (1-2 colors)		.85

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**Attachment B**

**Key Personnel**

**(Vendor's List of Key Personnel Follows This Page)**



**Jorge Galvan, Production Manager**

Mr. Galvan started at our company Eighteen years ago after completing an engineering software applications program at DeVry Institute. Beginning with the early applications for CAD plotting Jorge has mastered the technology for imaging large format documents and has a thorough understanding of file and application formats (TIF, PDF, DWF, PLT, etc.). He participates in ongoing training programs for both hardware and software, and is currently responsible for all On-Site Services accounts as well as the Digital Production and Asset Management areas of the company. He is the over all manager of all the production processes in our company.

**Zacarias Carmona, Large Format Digital Manager**

Fifteen years ago Mr. Carmona began working in our industry as a CAD plotting specialist, assisting customers in sending files to our shop electronically and preparing jobs for printing on large format digital equipment. Advancing from that area into the actual output equipment, he is the manager of the Large Format department and responsible for setting priorities on jobs, and seeing to it that customer expectations are met at all time. He has spent time learning the On-Site Services aspect of our business, and participates in ongoing training as new software and hardware products emerge.

**Carolyn Clark, Digital Production Operator**

Ms. Clark began with our company Eight years ago in Customer Service, and showed great aptitude for understanding the digital production environment and the many ways that projects arrive, are prepared for printing, and archived for future use. She facilitates the assembly of digital assets for production and continues to maintain client contact to insure that jobs are properly identified, tracked and completed as the client requests. She participates in off-site industry training to master the ReproMAX DFS software for Document Fulfillment Services.

**Diane Nelson, Digital Asset Operator**

Beginning with our company as an On-Site Services manager Ten years ago, Ms. Nelson is currently responsible for the correct identification and archiving of digital assets for client projects. She sees to it that each individual sheet of engineering documentation or section of specification is properly identified in the project portal so that users will be able to view and select the correct documents for printing. She participates in off-site industry training to master the ReproMAX DFS software for Document Fulfillment Services.

Professional Resume for  
**Cathleen Cushing Duff**

Ms. Cushing Duff, a graduate of the University of Toronto (University of St. Michael's College) with a Bachelors of Arts in 1972, has been employed at Cushing and Company since 1975. She studied at the University of Chicago Graduate School of Business in 1977-1978. Prior to her involvement with the company she was employed in various Public Relations positions in Canada.

Her initial involvement with the company was in Data Processing, with additional responsibilities in Production Management and supervision. She served as the Office Manager, and eventually General Manager, leading to her appointment as President in 1985. Upon the death of F. John Cushing, Jr., in 1990 she assumed the role of CEO as well as President.

Within the reprographics industry, Ms. Cushing Duff has served on the Board of Directors of the North Central Reprographics Association, and as President in 1983. On a national/ International level she served as a Board member of the International Reprographics Association, and as President in 1993-1994. She currently serves on the Advisory Board of the University of Illinois at Chicago Family Business Council.

Widowed and a mother of four, Ms. Cushing Duff is active in her children's school communities, and various local community organizations.

Professional Resume for  
**Joseph Xavier Cushing**

Mr. Cushing, a graduate of Indiana University with a Bachelors of Science in Quantitative Business Analysis in 1985 and has been employed at Cushing and Company since 1985.

Hired to direct the Data Processing Department, he moved into the Sales Department in 1987. He was named Sales Manager in 1991, and Executive Vice President in 2000. Working closely with his sister Cathleen Cushing Duff, Mr. Cushing has been identified as the person who will succeed her as President of the Company.

Mr. Cushing continues to work closely with both key clients and the sales staff. Acting as Sales Manager, he has helped Cushing and Company grow by over four million dollars (from 6.5 to 11 million) since 1991. He also works closely with the production and operations departments since his promotion to VP in 2000.

Within the reprographics industry, Mr. Cushing has served on the Board of Directors of the North Central Reprographics Association, and as President in 2001. He currently sits on the Board of Directors of the ReproMAX organization. He has been active in the Chicago Chapter of the Society for Marketing Professional Service, serving as President from 1995-97. He is also active with numerous charities, including March of Dimes, City of Hope, Marwen Foundation, and Flags for Kids committee to support victims of the September 11<sup>th</sup> attacks, and has served time working for the Marillac House, The LaSalle Street Foundation, Fra Angelico Art Foundation and others.

Married for 25 years and a father of four, Mr. Cushing is active in his children's school communities, coaches soccer, and works on various committees within his parish/children's school: Mary Seat of Wisdom in Park Ridge, IL.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2013

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).

<b>PRODUCER</b> HOHENADEL INSURANCE GROUP, INC 18 West Campbell  Arlington Heights IL 60005		<b>CONTACT NAME:</b> Elizabeth Gossen <b>PHONE (A/C, No. Ext):</b> (847) 259-4500 <b>FAX (A/C, No.):</b> (847) 259-4556 <b>E-MAIL ADDRESS:</b> elizabethg@higteam.com																						
<b>INSURED</b> Cushing & Company, Inc. Attn: Cathleen Duff 420 W. Huron Chicago IL 60610		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Co of IL</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER D:</td><td>Accident Fund Insurance Company</td><td>10166</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Insurance Company		INSURER B:	Travelers Indemnity Co of IL	25674	INSURER C:	Travelers Indemnity Company	25658	INSURER D:	Accident Fund Insurance Company	10166	INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES CERTIFICATE NUMBER: CL1212600525 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			I6605248C171-TIA-12	7/24/2013	7/24/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			BA-6674C796-11-SEL	7/24/2013	7/24/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		OCCUR	CUP-4524Y597-12-42	7/24/2013	7/24/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV5002013	8/19/2013	8/19/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Business Personal Prop			I6605248C171-TIA-12	7/24/2013	7/24/2014	Limit 6,100,000

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

The Public Building Commission and the User Agency are Additional Insured on a primary, non-contributory basis.

## CERTIFICATE HOLDER

ok eryl 11/20/13

Public Building Commission of Chicago  
50 West Washington St.  
Rm. 200 Richard J Daley Center  
Chicago, IL 60602

## CANCELLATION

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

## AUTHORIZED REPRESENTATIVE

COI\_Cushing\_ecr\_printing\_20131120  
00000-01-14-06-09  
Bill Brandt