

UNOFFICIAL COPY

ORIGINAL

WITNESS: _____
 Chicago, IL 60649-1202 (City, State, and ZIP + 4)
 Address: 6700 S. Causton
 Identity No. 428-50-3864
 Lenders Norris
 (Print or Type Name and Title)
 BY: *Stanley Norris*
 (Signature)
 EXECUTED BY LESSOR 7-25 1995

Address: Chicago, IL 60606-8155
 222 SO. RIVERSIDE PLAZA, SUITE 2000
 Title: REALTY SERVICE OFFICE
 HEAT DISTRIBUTION
 Manager, Realty Management Branch
 (Signature)
 ACCEPTANCE BY POSTAL SERVICE October 5, 1995

7. The undersigned has completed and attached hereto Form 7319-B, Representations and Certifications (Business Data), and Form 7319-C, Representations and Certifications (Business Data).

8. The following paragraphs were deleted before signing:
2A, 2B(1)+(2), and 2C

9. Other Provisions. The following additional provisions, modifications, riders, layouts and/or forms have been attached to this lease:
Paragraph 8 - Rental Schedule
DEPT-UTS-CORP
1-33333 (Fax) 311/12/06/89 (171)4100
42247 ÷ C 4-89-581782
COOK COUNTY RECORDER

4. Lessor, as part of the rental consideration shall furnish the following utilities, services, and equipment:
Heating, air-conditioning, water, sewer and electrical systems.

3. Rental. The Postal Service shall pay the Lessor monthly rental as follows:
See Paragraph 5 payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to:

C. Automatic Renewal. This lease shall automatically renew for a term of one year from the date of expiration of the term of this lease unless the Lessor gives written notice to the Lessee before the end of any annual term, delivered to the Contracting Officer. The Postal Service may terminate this agreement by giving notice to the Lessee before the end of any annual term, delivered to the Contracting Officer.

(a) DELETE 5	(b) DELETE 5	(c) DELETE 5
No. of Months (Per Month Rental)	No. of Months (Per Month Rental)	No. of Months (Per Month Rental)
At	At	At

B (1) The Postal Service may terminate this agreement at any time by giving notice to the Lessee before the end of any annual term, delivered to the Contracting Officer. The Postal Service may terminate this agreement at any time by giving notice to the Lessee before the end of any annual term, delivered to the Contracting Officer.
Fixed-Term. To have and to hold said premises with its appurtenances for a term of sixty (60) months beginning July 1, 1995 and ending June 30, 1995.

A. Month-to-month. This is a month-to-month tenancy for an indefinite period beginning on July 1, 1995 and ending on June 30, 1995. This lease shall automatically renew for a term of one year from the date of expiration of the term of this lease unless the Lessor gives written notice to the Lessee before the end of any annual term, delivered to the Contracting Officer.

2. Terms. In each case, two (2) of the following paragraphs "A," "B," and "C" must be deleted.

Area	Dimensions	Net Sq. Feet	Area	Dimensions	Net Sq. Feet
First Floor	22' x 58'	1,276	Driveway		
Platform			Parking and Manuevering		
Vehicle Storage (No. of Units)			Other (Describe)		
			Basement		

Upon which is or will be located a one story brick building and which property contains or will contain areas, spaces, improvements, and appurtenances as follows:
Permanent Index Number: 20-24-424-015-0000

1. Location. The premises are located at:
Chicago Cook Illinois 60649
(City) (County) (State) (ZIP + 4)
2148 E. 71st Street
(Number and Street)

THE UNDERSIGNED, hereinafter called the Lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described, pursuant to the terms and conditions described herein and contained in PS Form 7417-A, General Conditions to Short Form Lease, attached hereto.

Main Office, Station, Branch, Etc. Station "N"
SHORT FORM LEASE
U.S. Postal Service
89581782

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ORIGINAL

28182-02

Property of Cook County Clerk's Office

DELETED

DELETED

DELETED

NAME	ADDRESS	CITY	STATE	ZIP

COOK COUNTY CLERK'S OFFICE
 100 N. LAUREL ST. CHICAGO, ILL. 60602
 TEL: (312) 321-2000 FAX: (312) 321-2001

RECEIVED JAN 15 1998
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Initial *WA*

Property of Cook County Clerk's Office
89581782

W.F. J.L. 11/5/4

07-01-92 to 06-30-95 - \$10,200.00 annually

07-01-90 to 06-30-92 - \$10,200.00 annually

Paragraph 8 - Rental Schedule

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10/20/11

Property of Cook County Clerk's Office

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GENERAL CONDITIONS TO SHORT FORM LEASE

1. Lessor's Successor. The terms and provisions of this lease and the conditions herein shall bind the Lessor, and all heirs, executors, administrators, successors, and assigns.

2. Applicable Codes and Ordinances. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at Lessor's own expense, to obtain all necessary permits and related fees.

3. Official Not to Benefit. (July, 1971) No member of or delegate to Congress, or Federal Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

4. Covenant Against Corrupt Fees. The Lessor warrants that no person or entity has been employed or related to solicit or secure the agreement upon an agreement or understanding for a commission, percentage, brokerage, or consulting fee, excepting bona fide employees or bona fide established commercial or selling agencies retained by the Lessor for the purpose of securing business. No right to annul this lease without liability, or at its discretion, to deduct from the rental price or consideration, or otherwise, or to pay a full amount of such commissions, percentage, brokerage, or consulting fee. (Licensed real estate agents or brokers having listing on property for rent, in accordance with general business practice, and who have not obtained such license for the sole purpose of effecting this lease, may be considered as bona fide employees or agents within the exception contained in this clause.)

5. Alterations. The Postal Service may make alterations, such as fixtures or equipment, in or upon the premises, all of which shall be the property of the Postal Service and, if the Lessor requests, by notice in writing, within 30 days before termination of the lease, the Postal Service will promptly or provide the Lessor payment in lieu thereof for any damage caused by the removal of such property.

6. Examination of Records (March 1978). (This clause is applicable only if the total amount of this contract is in excess of \$10,000 and it was entered into by negotiation.)

(a) The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of any specified time periods for particular records, whichever expires earlier, have access to and the right to examine any directly involving transactions related to this contract.

(b) The Lessor further agrees to include in all subcontractor records, documents, papers, and records of the Lessor

7. Recording. This agreement shall be recorded at the expense of the Lessor, upon the request of the Postal Service Contracting Officer, said expense shall include all required fees.

8. Maintenance; Fitness for Use. The Lessor shall, except as otherwise specified and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the leased premises in good repair and tenable condition. If the leased premises or any part thereof become unfit for use for the purpose for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the purpose for which leased. If Lessor fails to make repairs or otherwise restore the premises to tenable condition within a reasonable time after receipt of notice from the Contracting Officer, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this contract. In addition, for any period for which leased, the rental thereof are null for the purposes for which leased, the rental shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable by reason of such condition. Unlessee for use does not include subsequent unusability arising from such matters as design, size, or location of the building.

9. During the continuance of the lease, the interior of the building, including but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless repainted more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer.

10. The Lessor shall designate on Form 7426 emergency maintenance (plumbing, electrical, heating, ventilating and air conditioning emergencies or other emergencies) personnel for electrical, plumbing, heating, ventilating and air conditioning emergencies or other emergencies (window, door, lock, etc.) that may be called in the event of an emergency situation involving maintenance of the property and/or equipment when the Lessor or a designated agent cannot be contacted within a reasonable time.

11. Destruction of Premises. Notwithstanding the provisions of Clause 8, if the premises are destroyed by fire or other casualty, this lease shall immediately terminate.

12. Notice of Requirement for Certification of Nonregistered Facilities. The Lessor is cautioned as follows regarding the facilities included in this solicitation. The certification provides that the Lessor does not maintain or provide for employees facilities which are registered on a basis of race, creed, color, or national origin, whether such facilities are registered by directive or on a de facto basis. The certification also provides that the Lessor will not maintain such registered facilities. Failure of a Lessor to agree to the certification for Nonregistered Facilities will render the offer ineligible for acceptance if the payments thereunder exceed \$10,000 and the contract is not otherwise exempt from the provisions of the Equal Opportunity clause.

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to enter into such litigation to protect the interests of the United States.

12. **Contract Work Hours and Safety Standards Act. (40 U.S.C. 32732) - Overtime**

(a) **Overtime requirements.** No Lessor or subcontractor contracting for any part of the work under this agreement which may require or involve the employment of laborers or mechanics in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation, liability for unpaid wages, liquidated damages.** In the event of any violation of the provision set forth in paragraph (a) of this clause, the Lessor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Lessor and subcontractor shall be liable to the United States Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the provision set forth in paragraph (a) of this clause. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the Lessor or subcontractor under this agreement, or the lease or any other Federal contract with the Lessor, or any other Federally-aided contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Lessor, such sums as may be determined to be necessary to satisfy any liabilities of such Lessor or subcontractor for unpaid wages and liquidated damages as provided in this provision set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the Lessor or subcontractor under this agreement, or the lease or any other Federal contract with the Lessor, or any other Federally-aided contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Lessor, such sums as may be determined to be necessary to satisfy any liabilities of such Lessor or subcontractor for unpaid wages and liquidated damages as provided in this provision set forth in paragraph (a) of this clause.

(d) **Subcontract.** The Lessor or subcontractor shall insert in any subcontract the provisions set forth in paragraph (a) of this clause and also a clause requiring the subcontract to include these provisions in any lower tier subcontract. The term "subcontract" as used in these provisions in any subcontract shall be deemed to refer to the subcontract. The Lessor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(e) **Records.** The Lessor or subcontractor shall maintain payroll and back payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Lessor or subcontractor for inspection, copying, or transcription by authorized representatives of the Postal Service and the Department of Labor, and the Lessor or subcontractor will permit such representatives to interview employees during working hours on the job.

11. **Equal Opportunity.** (The following clause is applicable unless the contract is exempt under the rules, regulations, and related orders of the Secretary of Labor (4) CFR, ch. 60.)

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

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or retention; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, or national origin.

(c) The Lessor will send to each labor union or representative of workers with which there is a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitment under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the Secretary of Labor for purposes of investigating, to maintain records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigating, to maintain compliance with such rules, regulations, and orders.

(e) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(f) The Lessor will include the provisions of paragraphs (a) through (e) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States

for all class fires, as well as other equipment as may be specified. The Lessor shall keep all such furnished items in good condition except that the Postal Service shall be responsible for recharging and shall pressure testing the fire extinguisher with the Lessor remaining responsible for repair and replacement.

18. Sublease. The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

19. Lessor's Obligations. The Lessor's obligations in regard to the services provided in the Short Form Lease are further defined as follows:

(a) If fuel is furnished-Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements specified in the contract. Lessor shall furnish a heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.

(b) If heat is furnished-Lessor agrees to maintain uniform heating temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform heating temperature of 65 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.

(c) If neither fuel nor heat is furnished-Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises, and if not specifically specified in the contractual requirements, to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.

(d) If light is not furnished and fluorescent lights are used-Lessor agrees to provide and install light fixtures in accordance with contractual requirements to provide and replace as needed.

(e) If power is furnished-Lessor agrees to furnish and pay for all power during continuance of the lease.

(f) If the water is furnished-Lessor agrees to furnish and pay for all water during continuance of the lease.

(g) If sewage service is furnished-Lessor agrees to furnish and pay for sewage service during continuance of the lease.

(h) If all conditioning equipment is furnished-Lessor agrees to furnish all conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.

(i) If air conditioning is furnished-Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment, together with power, water and other services for its operation.

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12. Compliance with OSHA standards. To the extent this agreement is for construction, alteration, and/or repair, the Lessor shall comply with applicable Occupational Safety and Health Standards Title 29, Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable Federal, State, or local regulation governing work place safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, (b) Postal Service employees, and (c) the public. The Lessor shall include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.
14. Subcontract Provisions. The Lessor agrees to insert Clause 11, 12, 13, and this Subcontract Provisions clause in all subcontracts hereunder and to require their inclusion in all subcontracts of a lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.
15. Assignment of Contract and Claims (May 1972).
- (a) Except as otherwise provided below, neither this contract nor any interest in or claims for money due or to become due under this contract, may be transferred or assigned by the Lessor to any other party.
- (b) If this contract provides for payments totaling \$1,000 or more, claims for money due or to become due under the contract, or more, claims for money due or to become due under this contract, or more, may be transferred or assigned by the Lessor to any other party.
- (c) No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with: (i) the Contracting Officer; (ii) the surety or sureties upon the bond or bonds; if any, in connection with this contract; and (iii) the disbursing officer, if any, designated in this contract to make payment, and the Contracting Officer has acknowledged the assignment in writing.
- (d) The Postal Service may at its discretion recognize a transfer of this contract, incident to the transfer of all of the Lessor's assets or all that part of the Lessor's assets involved in the performance of this contract.
- (e) Assignment of this contract or any interest in or claims for money due or to become due under this contract other than in accordance with the provisions of this clause shall be ground for annulment of this contract at the option of the Postal Service. The rights and remedies of the Postal Service under this clause are not exclusive and shall be in addition to any other rights and remedies provided by law or under this contract.
16. Mortgage's Agreement. If there is now, or will be, a mortgage on the premises, the Lessor shall, if requested to do so, furnish a mortgage's subordination agreement on Form 7450.
17. Equipment, Utilities and Services. Unless otherwise specified herein, the Lessor shall furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose fire extinguisher.

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20. Payment for Labor and Material. If the Lessor is required to furnish a Form 7414-E, Labor and Material Payment Bond, in connection with this Lease, the Lessor agrees to post at the job site in a prominent place, a photostat or certified copy of Form 7414-E, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this Lease.

21. Clean Air and Water (July 1975). Applicable only if (i) offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.

The Contractor agrees as follows:

(a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder.

(b) That no portion of the work required by this contract will be performed at a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract is awarded, unless and until the EPA removes the name of such facility from such listing.

(c) To notify promptly the Contracting Officer of receipt of any communication from the EPA indicating that any facility proposed for or to be used under this contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) To insert the substance (i) of any Clean Air and Water Certification contained in this solicitation, and (ii) of the provisions of this clause into every nonexempt subcontract, including this paragraph, and to take such steps as the Postal Service may direct as a means of enforcing these provisions.

(e) That in the event the Contractor fails to perform any of the above requirements, the Lessor's right to perform may be canceled, terminated for default, or suspended for such failure, in whole or in part.

(Environmental Protection Agency regulations implementing the provisions for listing prescribed by the referenced statutes may be found at 40 CFR Part 15.)

22. Claims and Disputes (May 1983).

(a) This contract is subject to the Contract Disputes Act of 1978 (P.L. 95-563, 41 USC 601-613).

(b) All disputes arising under or relating to this contract shall be resolved under this clause, except for disputes arising out of the labor standards provisions of this contract. References to a Disputes clause in other clauses of this contract shall be understood to be references to this clause and Disputes clause.

(c) (i) "Claim," as used in this clause, means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not a dispute when submitted is not a claim under the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim under the Act.

23. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the Claims and Disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Lessor (or any of the Lessor's subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Postal Service against the Lessor shall be in the form of a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that: (i) the claim is made in good faith; (ii) supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and (iii) the amount requested accurately reflects the contract adjustment for which the Lessor believes the Postal Service is liable. If the Lessor is an individual, the certification shall be executed by that individual. If the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor's plant or location involved; or by an officer or general partner of the Lessor involved; or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs. Claims less than \$50,000 need not be certified.

(e) Any claim which is not disposed of by agreement shall be decided by the Contracting Officer who shall issue a decision in writing and shall mail or otherwise furnish a copy of the decision to the Lessor. For Lessor claims over \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made. For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. The Contracting Officer's decision shall be final and conclusive and not subject to review by any forum, tribunal, or government agency unless:

(i) The Lessor appeals such decision to the Postal Service Board of Contract Appeals within 90 days after the date the Lessor receives the Contracting Officer's final decision; or (ii) The Lessor brings an action directly on the claim in the United States Circuit Court within 12 months after the date the Lessor receives the Contracting Officer's final decision.

(f) The authority of the Contracting Officer under the Act does not extend to claims or disputes which other agencies are expressly authorized by statute or regulation to decide.

(g) The Postal Service shall pay interest on the amount found due on a Lessor's claim from the date the Contracting Officer issues the claim (properly certified, if required, in accordance with (a) above), or from the date payment would otherwise be due, if that date is later, until the date of payment. Simple interest will be paid at the rate, established by the Secretary of the Treasury, which is applicable when the Contracting Officer receives the claim and then at the rate fixed by the Secretary for each successive six-month period in which the claim is pending.

(h) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the contract, the Lessor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

24. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 1980)

This clause is applicable only if the total amount of the contract exceeds \$10,000.

(a) The Lessor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Lessor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(b) The Lessor agrees that all suitable employment openings of the Lessor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Lessor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed on an appropriate local office of the State employment service system wherein the opening occurs. The Lessor further agrees to provide such reports to such local office regarding employment openings and to list in his own office any openings which the Lessor proposes to fill from within the State and local government agencies holding Federal contracts of \$10,000 or more. The Lessor shall also list all suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraph (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the listing of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Lessor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(d) Whenever the Lessor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Lessor is contractually bound to these provisions and has not advised the State system, there is no need to advise the State system of the subsequent contract. The Lessor may advise the State system when it is no longer bound by this contract clause.

(e) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(f) The provisions of paragraph (b), (c), and (d) of this clause do not apply to openings which the Lessor proposes to fill from within his own organization or to fill pursuant to a contract and (traditional) employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborer and mechanic; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the Lessor proposes to fill from within his own organization or to fill pursuant to a customarily and traditional employer-union hiring arrangement not opening in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national systems of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Lessor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Lessor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Lessor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Lessor proposes to fill pursuant to a customarily and traditional employer-union hiring arrangement" means employment openings which the Lessor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Lessor and representatives of his employees.

(5) The Lessor agrees to comply with the rules, regulations, and orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act (the Act).

(6) In the event of the Lessor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and orders of the Secretary of Labor issued pursuant to the Act.

(7) The Lessor agrees to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(k) The Lessor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Lessor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans of the Vietnam era.

(l) The Lessor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary

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be taken in accordance with rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, OECDE, provided by or through the Contracting Officer. Such notices shall state the Lessor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Lessor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Lessor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Lessor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct or enforce such provisions, including action for non-compliance.

issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

25. Affirmative Action for Handicapped Workers (March 1980)

This clause is applicable only if the total amount of this contract exceeds \$2,500.

(a) The Lessor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Lessor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended (the Act).

(c) In the event of the Lessor's non-compliance with the requirements of the above provisions for non-compliance may

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REPRESENTATIONS AND CERTIFICATIONS

Page () of ()	USPS Solicitation No. _____	Date of Offer _____	Name & Address of Offeror Lindberg North 6700 S. Grandon Chicago, Illinois 60649-1202
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The offeror makes the following representations & certifications as a part of the offer identified above.

Instructions	(Check and complete all applicable boxes or blocks. The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.) NOTE: Offer must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offer is prescribed in 18 U.S.C. 1001.		
1. Type Of Organization	The offeror operates as an <input type="checkbox"/> individual, <input type="checkbox"/> partnership, <input type="checkbox"/> joint venture, <input type="checkbox"/> corporation, or <input type="checkbox"/> a nonprofit organization incorporated in the State of <u>Illinois</u> .		
2. Regular Dealer/Manufacturer	(Check only for supply contracts where the offer exceeds \$10,000.) The offeror is a <input type="checkbox"/> regular dealer in, <input type="checkbox"/> manufacturer of, the supplies offered.		

3. Parent Company & Employer ID Number	If the answer is "Yes," the offeror must complete parts a, b, & c. If the answer is "No" complete only part d. (The Offeror's Identification Number (ID No.) is defined as the Taxpayer Identification No. used on Offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941. For individuals and sole proprietors, this number will be the offeror's Social Security No. For partnerships and corporations, this number will be its Employer Identification No.) If a bidder fails to provide the information required by this section, one inquiry will be made in an effort to obtain the information.		
a) Name of Parent Company	_____		
b) Main Office Address of Parent Co. (No., Street, City, State, & ZIP+4)	_____		
c) Parent Co. ID No.	_____		
d) Offeror's ID No.	428-50-3864		

4. Buy American Certificate	The offeror hereby certifies that each end product, except any end product listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.		
5. Equal Opportunity	(Check only if offer exceeds \$10,000 in amount.) The offeror <input type="checkbox"/> has, <input type="checkbox"/> has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein; the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; the offeror <input type="checkbox"/> has, <input type="checkbox"/> has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)		
6. Equal Opportunity Affirmative Action Program	(Check only if offer exceeds \$50,000 and offeror has 50 employees or more.) The offeror represents that (a) the offeror <input type="checkbox"/> has developed and has on file, <input type="checkbox"/> has not developed and does not have on file, an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) the offeror <input type="checkbox"/> has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor. (The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)		

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Notice to Prospective Subcontractors of Requirements for Segregated Facilities

Certification of Segregated Facilities

Independent Determination

Certification of Clean Air & Water

Contingent Fee

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause. An offer will not be considered for award where this certification is applicable and it has been deleted or modified.)

By the submission of this offer, the offeror, applicant, or subcontractor certifies that he, she, or it does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and does not permit his/her employees to perform their services at any local, under his/her control, where segregated facilities are maintained. The offeror certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and will not permit his/her employees to perform their services at any local, under his/her control, where segregated facilities are maintained. The offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertaining areas, transportation, and housing facilities provided for employees which are segregated, by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The offeror agrees that (except where identical certifications have been obtained from proposed subcontractors for specific time periods), the offeror will obtain identical certifications from proposed subcontractors prior to the award of subcontracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; will retain such certifications in his/her files, and will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

A Certification on Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for a subcontract during a period of time, quarterly, semiannually, or annually).

(a) The offeror has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) the offeror has, has not, paid any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the offeror responds in the affirmative, the offeror must furnish, in duplicate, a completed PS Form 7319, Contractor's Statement of Contingent or Other Fees, and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, he/she may accompany the offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer. For interpretation of the representation, including the term, "bona fide employee," see Postal Contracting Manual, subparagraph 1504.3.)

(b) The offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity, and it indicates that orders for estimated quantities will exceed \$1,000,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)

The offeror (a) certifies that any facility to be utilized in the performance on this proposed contract is, is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this offer, and (b) agrees to notify the Contracting Officer promptly if any communication is received from the Environmental Protection Agency prior to contract award indicating that any such facility is under consideration for inclusion on the List.

(c) By submission of this offer, each offeror certifies, and in the case of a joint offer, each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices of this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any co-offeror;

(2) Unless otherwise required by law, the prices set forth in this offer have not been knowingly disclosed by the offeror and a full and complete knowledge by the offeror, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, or has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as her agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above;

(2) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, and has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(3) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, and has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign offer or submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) An offer will not be considered for award where (a) (1), (a) (2), or (b) above, has been deleted or modified. Where (a) (2) above has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of procuring activity determines that such disclosure was not made for the purpose of restricting competition.

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U.S. POSTAL SERVICE

Page of

REPRESENTATIONS AND CERTIFICATIONS

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(Business Data)

Name and Address of Offeror (No. and Street, Apt./Suite No., City, County, State and ZIP + 4)

Lindberg Morris
6700 S. Crandon
Chicago, IL 60649-1202

Solicitation or Order No.

Date of Offer or Order

The U.S. Postal Service is Cooperating With Other Agencies of the Federal Government in the Collecting of Data Concerning Contract Awards. The Offeror is Requested to Check the Appropriate Block(s) Contained on This Form.

NOTE: Offers MUST set forth full, accurate and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is proscribed in 18 U.S.C. 1001.

Definitions

1. SMALL BUSINESS CONCERN. A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see PCM Section 1, Part 7.)

2. MINORITY BUSINESS ENTERPRISE. A minority business enterprise is a concern of which at least 51 percent is owned by, and of which the management and daily business operations are controlled by, one or more members of a minority group. (For the purpose of this definition, minority group members are United States citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. "Native Americans" means American Indians, Eskimos, Aleuts, or native Hawaiians. "Asian-Pacific Americans" means those whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means those whose origins are in India, Pakistan, or Bangladesh.)

3. WOMAN-OWNED BUSINESS. A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

4. LABOR SURPLUS AREA. A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.

(a) Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.

(b) Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication Area Trends in Employment and Unemployment.

(c) Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication Area Trends in Employment and Unemployment.

5. LABOR SURPLUS AREA CONCERN. A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

6. EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION. Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

Check as Many of the Following Blocks as are Applicable to the Entity Submitting This Offer

<input checked="" type="checkbox"/> Check	Type of Business	<input checked="" type="checkbox"/> Check	Type of Business
	Labor Surplus Area		Woman-Owned Business
	Small Business		Educational or Other Non-Profit Organization
	Minority Business Enterprise	<input checked="" type="checkbox"/>	None of the Above Apply to This Entity

Company Representative

Printed Name and Title

Signature and Date Signed

Lindberg Morris 7-25-89

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

CHIEF CLERK

DEPUTY CLERK

ASSISTANT CLERK

PROPERTY CLERK

RECORDS CLERK

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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