

City of Chicago Richard M. Daley, Mayor

Department of **Procurement Services** 

Jamie L. Rhee Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602 (312) 744-4900

(312) 744-0010 (FAX) (312) 744-2949 (TTY)

http://www.cityofchicago.org

Date:

April 27, 2010

To:

Megan McDonald **Executive Director** 

Department:

Mayor's Office of Special Events

Attn:

Veronica Thomas

Email:

Verenica. Thomas @cityofchicago.org

From:

🕻. Rhee

Chief Procurement O

Re:

Emergency Printing of Food and Beverage Tickets

Vendor Number: 328648

Amount:

\$62,625.00

PO Number:

22155

RX Number: 49097

Pursuant to the Municipal Purchasing Act, I am authorizing you to make an Emergency Contract for Printing of Food and Beverage Tickets. Based upon information received from members of your staff, I have determined that this procurement is necessary to meet a bona fide operating emergency.

You are hereby authorized to purchase Printing of Food and Beverage Tickets in the amount of \$62,625.00 as requested in your letter dated April 15, 2010. Any amount in excess of the \$62,625.00 approved here will require to additional authorization and will be limited so as not to exceed the \$250,000.00 limit established by statute.

JLR/jpb

CC:

David Kennedy Veronica Thomas

Richard Butler James P. Bracewell Jr.

Scan

FileSpecification Number: 84511





4.14.10

MISS VERONICA,

REQUESTED QUOTES, REFERENCES & CERT OF LIABILITY
INSURANCE ENCLOSED. I AND EVERYONE AT GLOBE TICKET
LOOK FORWARD TO PRODUCING THE TASTE OF CHICAGO
TICKETS AGAIN. PLEASE ALSO FIND ENCLOSED - ONE PILOT
G-TEC-CH ULTRA FINE PEN... MY PERSONAL FAVORITE
AND THE PEN I HOPE YOU USE TO SIGN THE CONTRACT
AND AGREEMENTS FOR US TO WORK TOGETHER.

PLEASE CALL OR EMAIL WITH ANY QUESTIONS OR NEEDS.

- MICHAEL

# PROPOSAL PAGE

1. TICKET OPTION (A)
3/1 SPOT PMS COLORS SAMPLE LAYOUT # (1) $\frac{5/9/3}{5}$
3/1 SPOT PMS COLORS SAMPLE LAYOUT # (2) \$52,740.00
2. TICKET OPTION (B)
4C PROCESS SAMPLE LAYOUT # (1) 53,678.00
4C PROCESS SAMPLE LAYOUT # (2) \$54,534.00
3. TICKET OPTION (C)
2/0 SPOT PMS COLORS SAMPLE LAYOUT # (1) 5,356.00
2/0 SPOT PMS COLORS SAMPLE LAYOUT # (2) 537/, 00
4. EXCEPTIONS OR CHANGES
NONE
TOTAL BID # 110,947.00
(PRICE MUST INCLUDE ALL OPTIONS A-C)

#### CONTRACT INSURANCE REQUIREMENTS

# The Mayor's Office of Special Events Printing of Food and Beverage Tickets

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional services, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### A. INSURANCE TO BE PROVIDED

## 1) Workers Compensation and Employers Liability

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

#### 2) <u>Commercial General Liability</u> (Primary and Umbrella)

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. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

#### 3) <u>Automobile Liability</u> (Primary and Umbrella)

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

#### 4) Crime

Contractor must provide Crime Insurance or equivalent covering all persons handling funds/tickets under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time.

#### 5) All Risk Property

The Contractor is responsible for all loss or damage to personal property, (including but not limited to material, equipment, tools and supplies), owned, used, leased, or rented, by the Contractor, or property in the Contractor's care, custody and control.

### B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Mayor's Office of Special Events, Contract Administrator, City Hall, Room 806, 121 North LaSalle Street 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 the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City 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 City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

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

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Agreement.

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

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

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

٠		; ,	W. 700co						
<u> </u>	1		#: 78860	GLOBTIC					
ACORD CERTIFICATE OF LIABI					1			04/13/10	
Construction - Remegi Team					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE				
į.		w Insurance Service		HOLDER, THIS CERTIFICATE DOES NOT AMEND EXTEND OR					
321 N. Clark Street						ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Chicago, IL 60654					INSURERS AFFORDING COVERAGE			NAIC #	
INSURED					INSURER A: Travelers Property/Casualty			IVAIC #	
GTL Holdings LLC d/b/a Globe Ticket and					INSURER 8:				
Label					INSURER C:				
1800 Greenleaf Avenue					INSURER D:				
Elk Grove Village, IL 60007					INSURER E:				
COVERAGES									
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
LTR	ADD'L NSRC	TYPE OF INSURANCE	POLICY NUMBER	PC D	DUCY EFFECTIVE ATE (MM/QD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	3	
Α		GENERAL LIABILITY	6804299N625		7/02/09	07/02/10	EACH OCCURRENCE	\$1,000,000	
ŀ		COMMERCIAL GENERAL LIABILITY		ŀ			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
Ì		CLAIMS MADE X OCCUR					MED EXP (Any one person)	\$5,000	
							PERSONAL & ADV INJURY	\$1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:		ļ			GENERAL AGGREGATE	\$2,000,000	
		POLICY PRO- LOC					PRODUCTS - COMPIOP AGG	\$2,000,000	
		AUTOMOBILE LIABILITY							
		ANY AUTO ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Es accident)	\$	
		SCHEDULED AUTOS					BODILY INJURY (Per person)	\$	
		HIRED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)	s	
						,	PROPERTY DAMAGE (Per accident)	s	
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$	
		ANY AUTO					OTHER THAN EA ACC	\$	
Α		EVOCADALMAN	011000750011500				AUTO ONLY: AGG	\$	
		X OCCUR CLAIMS MADE	CUP007529N582	07	//02/09	07/02/10	EACH OCCURRENCE	\$5,000,000	
		CEAINS MADE					AGGREGATE	\$5,000,000	
		DEDUCTIBLE		- 1				\$	
		X RETENTION \$ 5000		1				\$	
A		KERS COMPENSATION AND	UB5100N30309	07	/02/09	07/02/10	X WC STATU- OTH-		
	ANY	OYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$500,000	
	OPFIC	DER/MEMBER EXCLUDED?		1			E.L. DISEASE - EA EMPLOYEE	\$500,000	
	SPEC	, describe under HAL PROVISIONS below IR					E.L. DISEASE - POLICY LIMIT	\$500,000	
		•••							
DESC	RIPTIO	ON OF OPERATIONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY END	ORSEMEN	IT / SPECIAL PROV	VISIONS	······································		
Re: Taste of Chicago ticket production. The following are included as Additional Insureds on the General									
Liability Policy per written contract: City of Chicago.									
CERTIFICATE HOLDER CANCELLATION 10 Dave for Non Bourses									
					CANCELLATION 10 Days for Non-Payment				
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION				
					DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL				
					MPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				
434 North LoCalla Charact					REPRESENTATIVES.				
City Hall-Room 806					AUTHORIZED REPRESENTATIVE				
		Chicago, IL 60602			Join P. Harrey				

# **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25-S (2001/08)