

Modification Summary Report

Contract (PO) Number: 191319

Modification Revision Number: 1

Specification Number: 816943

Name of Contractor: PLASTIC CARD SOLUTIONS, INC.

City Department:

Title of Contract: Emergency Modification for ID Badging Supplies for O'Hare and Midway International Airports

<u>Mod Req Number</u>	<u>Mod Reason</u>	<u>Description</u>
464622		REQUEST FOR A ONE (1) YEAR BLANKET EMERGENCY PURCHASE ORDER FOR ID BADGING SUPPLIES FOR O'HARE AND MIDWAY INTERNATIONAL AIRPORTS

Term of Contract: **Start Date:** 5/12/2022 5/12/22
End Date: 5/11/2023

Procurement Services Contact Person: NICHOLAS WADDELL

Please refer to the DPS website for Contact information under "Doing Business With The City".

It has been determined, on behalf of the City of Chicago, with regard to this Contract Amendment/Modification, that the circumstance said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

Vendor Number: 1068258

Submission Date:

CONTRACT MODIFICATION (EMERGENCY PROCUREMENT)

This contract modification (“Modification”) is made and entered into effective as of May 12, 2022, by and between the City of Chicago (“City”), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Procurement Services and recommended through the Department of Aviation and Plastic Card Solutions (“Contractor”) (together, the “Parties”).

WHEREAS, the Parties entered into the contract for ID Badging Supplies for O’Hare and Midway International Airports dated February 4, 2020, designated by the City as PO 120366 (hereinafter referred to as the “Contract”) for the supply of ID Badging Supplies (the “Goods”); and

WHEREAS, on May 12, 2022, the City’s Chief Procurement Officer declared an emergency as the supply chain supporting manufacture of Airport ID Badge Cards has effectively collapsed, globally, and is not expected to resume reasonable functionality until at least early 2023 (the “Emergency”) pursuant to the authority conferred by Municipal Code of Chicago Section 2-92-644; and

WHEREAS the Contractor represents and warrants that, due to the national supply chain crisis caused by the Covid pandemic, extraordinary shortages have resulted for those specific Goods set out by bid line, below (“Supply Chain Affected Items”), and that Contractor is unable, with the exercise of reasonable diligence, to mitigate the effects of such crisis; and

WHEREAS that, as a consequence, the Contractor represents that it is legally entitled to relief from performance for the delivery of such items, to which representation the City does not concede; and

WHEREAS, the Using Department has determined that the City’s failure to obtain timely deliveries of the Supply Chain Affected Items would cause an emergency threatening the maintenance of public peace and order and the preservation of life and property; and

WHEREAS the Department of Procurement Services and/or the Department of Aviation have conducted, or caused to be conducted, a market analysis that established, that, unless the City pays the surcharges (the “Emergency Surcharge”) contained in this Modification for the Supply Chain Affected Items, it would be unable to receive them on a timely basis; and

WHEREAS, the Chief Procurement Office has determined that an emergency procurement of the Supply Chain Affect Items at the Emergency Surcharge is necessary to address the disruption in the supply chain supporting manufacture of Airport ID Badge Cards related to the Emergency; and

WHEREAS, the Contractor represents and warrants that the Emergency Surcharge described herein shall be sufficient for it to meet its obligations under the Agreement, and the Contractor recognizes that it shall no longer be entitled to the Emergency Surcharge if the conditions creating the supply chain crisis for the Supply Chain Affected Items have resolved, or if the Contractor, with the exercise of reasonable diligence, should have been able to mitigate the effects of the supply chain crisis for such items;

WHEREAS the Contractor represents and warrants that the price(s) of the Supply Chain Affected Items, as supplemented by the Emergency Surcharge, are no greater than the prices paid for such items by customers of Contractor that purchase the same product, in the same quantities, of the

same quality, delivered in the same manner, on the same terms, and without consideration of the services provided in association with the supply of the products; and

WHEREAS the abovementioned Emergency Surcharge under this PO 191319 will expire and revert to the original pricing contained in PO 120366 upon the earlier of (1) the expiration of the Emergency, as determined by the Chief Procurement Officer in her sole discretion and further subject to the conditions described in this Modification, or (2) PO 191319 reaching its maximum contract value of \$1,000,000 (“Modification Term”); and

WHEREAS, the Chief Procurement Officer has determined, on behalf of the City, with regards to this Modification, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or that the change is germane to the original Contract as signed, or that the change is in the best interest of the City and is authorized by law.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are expressly incorporated into this Modification.
2. Effective 5/12/22 and until expiration or termination of the Emergency Surcharges, as described in this Modification, pricing under PO 120366 is increased by the amount of the Emergency Surcharges for the Supply Chain Affected Items as follows:

Line Number – PO 120366	Description	Price under PO 120366	Price under 191319
28	DESFIRE-PRINTED CARDS-CR80 X. 038; COMPOSITE 2 MIL PVC OVERLAYS 2 6 MIL PET WHITE 118 MIL DESFIRE PRELAM DESFIRE-4K EV-1 OR EV-2 CHIP 5" HICO MAG STRIPE 2750 OERSTED 1COLOR PRINT ON BACK VIDEO GRADE, OR SIMILAR SUBSTITUE DEMONSTRATED (BY CDA COMPATIBILITY TESTING) TO BE FULLY COMPATIBLE WITH CDA SYSTEMS.	\$1.26	\$3.91
33	DESFIRE-PRINTED CARDS-CR80 X. 038; COMPOSITE 2 MIL PVC OVERLAYS 2 6 MIL PET WHITE 118 MIL DESFIRE PRELAM DESFIRE-4K EV-1 OR EV-2 CHIP 5" HICO MAG STRIPE 2750 OERSTED 1COLOR PRINT ON BACK VIDEO GRADE, OR SIMILAR SUBSTITUE DEMONSTRATED (BY CDA COMPATIBILITY TESTING) TO BE FULLY COMPATIBLE WITH CDA SYSTEMS.	\$1.13	\$3.91
34	DESFIRE-8K EV-2 OR EV-3 PRINTED CARDS-CR80 X. 038; COMPOSITE 2MIL PVC OVERLAYS 2 6 MIL PET WHITE 1 18 MIL DESFIRE PRELAM DESFIRE EV-2 OR EV-3 5" HICO MAG STRIPE 2750 OERSTED 1COLOR PRINT ON BACK VIDEO GRADE.	\$1.30	\$5.97

3. Expiration of Surcharges. Quarterly the Contractor shall provide the Department of Procurement Services and the Using Department with an affidavit establishing that (i) the supply chain crisis continues to affect the Supply Chain Affected Items and continues to require the payment of the Emergency Surcharge described herein, and (ii) the Contractor has not been able to mitigate the effects of such supply chain crisis through the exercise of due diligence. The Contractor shall attach to this affidavit such documentation as reasonably required by the Chief Procurement Officer and the Department of Aviation to substantiate the affidavit. If the affidavit is not received or is incomplete in the sole discretion of the City, the

Emergency Surcharge shall expire, and Contractor thereafter shall be obligated to deliver the Supply Chain Affected Items at the original price in the Agreement, with no surcharge.

4. Furthermore, if the City independently verifies, apart from the affidavit, that the supply chain crisis no longer affects the Supply Chain Affected Item prices, or if the City determines that the information in the affidavit does not support the Emergency Surcharge, the City shall notify the Contractor, and the Contractor thereafter shall be obligated to deliver the Supply Chain Affected Items at the original Agreement price.
5. The CPI metric and methodology described in Attachment 02, "Scope of Work," "Price Adjustment" of PO120366, shall not apply to the Emergency Surcharge. After expiration of the Emergency Surcharge, if prices increase or decrease according to such price adjustment, the City will increase or decrease pricing accordingly and notify the Contractor as such. The Contractor is obligated to submit pricing data to the City quarterly in a format to be determined by the Chief Procurement Officer in her sole discretion. This Section 2 is expressly incorporated into the Contract and shall survive the expiration of the Modification Term.
6. The Emergency Surcharges apply to any orders placed by City for Supply Chain Affected Items while the Emergency Surcharges are in effect and prior to their expiration or termination pursuant to the terms of this Modification, notwithstanding when the Supply Chain Affected Items are delivered.
7. If the prices Contractor charges to any other customer that purchases the same product, in the same quantities, of the same quality, delivered in the same manner, on the same terms, and without consideration of the services provided in association with the supply of the products, for the Supply Chain Affected Items is less than the Emergency Surcharges under this Modification, the Contractor shall notify the City and the Emergency Surcharges shall be adjusted and this Modification deemed amended, without further action by the Parties, to give the City the benefit of such lower prices.
8. If any facts to which Contractor represents or certifies in connection with this Modification, including any affidavits that the Contractor submits in connection with this Modification, are found to be materially incorrect with respect to the payment of Emergency Surcharges, in addition to any other remedies available to the City at law or in equity or pursuant to the terms of the Contract, the Contractor's rights to any Emergency Surcharges shall be deemed to be void as to those Emergency Surcharges, and Contractor must immediately refund to the City the sum of Emergency Surcharges paid to the Contractor based upon such facts.
9. Execution of this Modification by Contractor is duly authorized by Contractor, and the signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Modification, including each and every representation, certification, and warranty contained herein, or as may be required by the terms and conditions hereof.
10. The Contractor must execute an Online Economic Disclosure Statement (EDS) and Affidavit Certificate of Filing and provide current Insurance Certificate of Coverage demonstrating that Contractor maintains the insurance coverage and requirements set forth in the Contract, both of which are attached to this Modification as Exhibit 1 and Exhibit 2, respectively, and are incorporated herein by reference.
11. All other terms and conditions of the Contract, except as herein or previously modified, shall remain unchanged and remain in full force and effect.

Signature Page for Modification

PO Number: 191319
Modification Number: 464622
Vendor Name: PLASTIC CARD SOLUTIONS

PLASTIC CARD SOLUTIONS

(Contractor)

By: *Randy Kulaga*
Its: President
Attest: _____
State of: IL
County of: Du Page

This instrument was acknowledged before me on this 12 day of May, 20 by Randy Kulaga as President (or other authorized officer) and Plastic Card Solutions as Secretary of Pitney Bowes Global Financial Services LLC. (Corporation Name).

Maria Rutigliano (Seal)
Notary Public Signature
Commission Expires: April 23 2024



CITY OF CHICAGO

Lori E. Lightfoot ^(M) 5/14/22
Mayor Date

Richard Loria 5/13/22
Comptroller Date

Aileen Velazquez ^{ms} 5/16/22
Chief Procurement Officer Date

[Handwritten signature]



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 172774

Date of This Filing: 05/11/2022 04:16 PM

Certificate Printed on: 05/11/2022

Original Filing Date: 05/11/2022 04:16 PM

Disclosing Party: Plastic Card Solutions, Inc. Title: Owner

Filed by: Mr. Randy Kulaga

Matter: Data Photocard

Applicant: Plastic Card Solutions, Inc.

Specification #: 1247173

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TW Group, Inc. 850 North Cass Ave. Westmont IL 60559		CONTACT NAME: Vivian Short PHONE (A/C, No, Ext): (630) 737-0300 E-MAIL ADDRESS: vivians@twgroupinc.com FAX (A/C, No): (630) 737-0335	
INSURED PLASTIC CARD SOLUTIONS, INC. 1280 IROQUOIS AVE STE 408 NAPERVILLE IL 60563		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co INSURER B: Hartford (multiple Cos.) INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL21121634459 **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			83SBAAA7524	3/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
A	AUTOMOBILE LIABILITY			83SBAAA7524	3/01/2022	3/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
							\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		83SBAAA7524	3/01/2022	3/01/2023	EACH OCCURRENCE \$ 5,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000			
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECAJ3RFN	10/26/2021	10/26/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Chicago, Department of Procurement Services is named as an Additional Insured if required by written contract or written agreement subject to the above General Liability Policy provisions per endorsement #SS0008 0405.

CERTIFICATE HOLDER (630) 848-0200 City of Chicago, Department of Procurement Services 121 North LaSalle Street Room 806 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 V Short, CLCS/VJS <i>Vivian Short</i>
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