CONTRACT FOR SUPPLY

CONTRACT NO. 13-30-003

for

POLICE VEHICLES – GROUP A - SEDANS

BETWEEN

COOK COUNTY GOVERNMENT

AND

METRO FORD SALES & SERVICE, INC.
(Based on City of Chicago Contract No. 26234)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 2 0 2013

COM_____

CONTRACT FOR SUPPLY

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Metro Ford Sales & Service, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor," pursuant to authorization by the Cook County Board of Commissioners on the 20th day of March, 2013, (the "Effective Date") as evidenced by the Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago solicited an Invitation to Bid for the Police Vehicles and as the Bidder was identified as the lowest responsive and responsible bidder; and

Whereas, the City of Chicago entered into a contract on April 25, 2012 for the provision of supplies by the Contractor for the City relative to the purchase of Police Vehicles, City Contract #26234 ("the City Contract"); and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, the County, through the Office of the Sheriff and the Bureau of Administration's Office of the Medical Examiner desire certain similar Police Vehicles of the Contractor; and

Whereas, the Contractor agrees to provide to the County the Police Vehicles, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing, and able to provide these goods and perform these services for the County set forth in Exhibit 1, County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 2 County Price Proposal and incorporated herein by reference; and

Whereas, This Contract shall be effective after proper execution of the contract documents by the County through April 24, 2017, and the County may choose to exercise renewal options as stated in the City Contract; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of **$3,119,705.15**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the City of Chicago Contract, hereto incorporated by reference as Exhibit 3 City of Chicago Contract (Contract No. 26234), all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	County Statement of Work
Exhibit 2	County Price Proposal
Exhibit 3	City of Chicago Contract (Contract No. 26234)
Exhibit 4	General Conditions
Exhibit 5	Evidence of Insurance
Exhibit 6	Cook County Board Authorization

EXHIBIT 1

County Statement of Work

County Statement of Work:

Office of the Cook County Sheriff

Of the total contract award, $3,069,558.40 is allocated for the Office of the Cook County Sheriff for the purchase of:

- Ninety (90) 2013 Model Year Ford Taurus Interceptor Police Vehicles (marked package) with prisoner transport provision and spotlight on the driver's side of vehicle; and

- Thirty-five (35) 2013 Model Year Ford Taurus Interceptor Police Vehicles (unmarked package) with spotlight on driver's side of vehicle.

The purchased Police Vehicles will be delivered to the Sheriff Office's Vehicle Service location at 10351 S. Woodlawn Avenue.

County Statement of Work:

Bureau of Administration's Office of the Medical Examiner

Of the total contract award, $49,835.85 is allocated for the Office of the Cook County Medical Examiner for the purchase of:

Item Description	Quantity
Vehicle #1	
2013 Ford Taurus Interceptor: Front-wheel Drive Pursuit Sedan, Flex Fuel E85	1
Unmarked Police Lighting Package	1
Spotlight	1
Undercover Siren Controller	1
Vehicle #2	
2013 Ford Taurus Interceptor: Front-wheel Drive Pursuit Sedan, Flex Fuel E85	1
Upgrade to All Wheel Drive	1

The purchased Police Vehicles will be picked up from the vendor's establishment.

EXHIBIT 2

County Price Proposal

Contract #13-30-003

Office of the Cook County Sheriff Price Proposal			
Item Description	**Quantity**	**Unit Cost**	**Extended Cost**
2013 Ford Taurus Interceptor	125	$23,248.00	$2,906,000.00
Spotlight on Driver's Side of Vehicle	125	$310.90	$38,862.50
Prisoner Transport Provisions	90	$1,385.51	$124,695.90
		Total:	**$3,069,558.40**

Contract #13-30-003

Office of the Cook County Medical Examiner Price Proposal			
Item Description	**Quantity**	**Unit Cost**	**Extended Cost**
Vehicle #1			
2013 Ford Taurus Interceptor: Front-wheel Drive Pursuit Sedan, Flex Fuel E85	1	$23,248.00	$23,248.00
Unmarked Police Lighting Package	1	$1,816.75	$1,816.75
Spotlight	1	$310.90	$310.90
Undercover Siren Controller	1	$499.10	$499.10
Vehicle #2			
2013 Ford Taurus Interceptor: Front-wheel Drive Pursuit Sedan, Flex Fuel E85	1	$23,248.00	$23,248.00
Upgrade to All Wheel Drive	1	$1,024.00	$1,024.00
		Total:	**$50,146.75**

EXHIBIT 3

City of Chicago Contract (Contract No. 26234)

Contract Summary Sheet

Contract (PO) Number: 26234

Specification Number: 98480

Name of Contractor: METRO FORD INC

City Department: DEPT OF FLEET MGMT

Title of Contract: POLICE VEHICLES - GROUP A - SEDANS

Term of Contract: Start Date: 4/25/2012

End Date: 4/24/2017

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$55,365,008.50

Brief Description of Work: POLICE VEHICLES - GROUP A - SEDANS

Procurement Services Contract Area: VEHICLES/HEAVY EQUIPMENT (CAPITAL)

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

Vendor Number: 1017422
Submission Date:

APR 26 2012

VENDOR NO: 1017422A

~~Cat~~ Scan Copy

CONTRACT (PO) NO: 26234 (Group A)

SPECIFICATION NO.: 98480

POLICE VEHICLES

CONTRACT PERIOD: SIXTY MONTHS

STARTING: _____ **THROUGH:** _____

Federal Funds

REQUIRED FOR USE BY CITY OF CHICAGO

Department of Fleet and Facility Management

Fund Number: 011 0C33 040 2035 2300 220450 23000134 and Various

Bid Submittal Fee: $900.00 **Bid Deposit:** None, **Performance Bond:** None, **Drawings:** None, **Exhibits:** None

Information: Michael L. Smith, Contract Administrator
Phone: (312) 744-4910, **Fax:** (312) 744-7679, **E-mail:** michaellsmith@cityofchicago.org

A Pre-Bid Conference will be held at 2:00 P.M., Chicago Time on Tuesday, November 22, 2011, in the Department of Procurement Services, City Hall, Room 403, Conference Room B, 121 N. LaSalle Street, Chicago, Illinois.

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL PROPOSAL WITHOUT PRICING.

Proposal **without pricing**, must be sealed, delivered and received in the City of Chicago, Department of Procurement Services, Bid and Bond Room, City Hall, Room 301, 121 N. LaSalle Street, Chicago, Illinois, 60602 NO LATER than 11:00 a.m., Chicago Time on **Tuesday, December 20, 2011**. Bid package must be complete and returned in its entirety. All signatures are to be sworn before a Notary Public.

The City will receive pricing using an **online reverse auction** to be scheduled by the City after review of the Proposals received under this solicitation.

Issued by:

City of Chicago
Department of Procurement Services
Vehicles and Heavy Equipment Unit
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Proposal must be submitted in sealed envelope(s) or packages(s). The outside of the envelope or package must clearly indicate the name of the project, **"Police Vehicles"** the specification number **"98480"** and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

Metro Fleet Sales & Service

ADDENDUM NUMBER 1

SPECIFICATION NUMBER: 98480

POLICE VEHICLES

For which bids (without pricing) must be submitted to the Bid and Bond Room, City Hall, 121 North LaSalle Street, Room 301, Chicago, Illinois prior to 11:00 A.M. Tuesday, December 20, 2011.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NUMBER 1 AND ALL ADDENDA IN THE SPACE PROVIDED ON THE APPROPRIATE PROPOSAL EXECUTION PAGE (CORPORATION, JOINT VENTURE, PARTNERSHIP OR SOLE PROPRIETOR). FAILURE ON BEHALF OF THE BIDDER MAY BE CAUSE FOR REJECTION OF BID.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER THIS ADDENDUM NUMBER 1.

THE FOLLOWING CHANGES LISTED BELOW ARE CHANGES OR CLARIFICATIONS TO SECTION 6, ENTITLED DETAILED SPECIFICATIONS, TO THE SOLICITATION.

CHANGE #1:

Subsection 3 of Section 6.22, entitled **LITERATURE / DATA**, is deleted in its entirety and replaced by the following:

3. EPA fuel-economy listing, showing the rating of the proposed vehicles equipped as specified herein, or manufacturer's written statement of estimated fuel-economy rating using EPA test methods.

CHANGE #2:

Subsection 4 of Section 6.22, entitled **LITERATURE / DATA**, is deleted in its entirety and replaced by the following:

4. Manufacturer's written statement that it is intent on providing the proposed model in a design substantially similar to that proposed to the City of Chicago to the bidder for the term of the contract. Statement must be a copy of a publicly available statement, a letter on company letterhead, printed email or other document, subject to the approval of the Chief Procurement Officer. Statement may acknowledge that current plans may change due to vehicle updates, vehicle availability, changes in manufacturer's plans during the term of the contract or for any other reason.

CHANGE #3:

Section 6.23, entitled **REPAIR AND SERVICE CENTER QUALIFICATIONS, Subsection 6.23.2** is deleted in its entirety and replaced by the following:

6.23.2 The Contractor or authorized subcontractor must operate an established automotive, truck or equipment service center located within thirty-five road miles of Fleet Management's facility at 1685 N. Throop Street, Chicago, IL 60642.

CHANGE #4:

Section 6.36, entitled **BID LINE #1: – GROUP "A" – POLICE PURSUIT SEDAN, Subsection 6.36.6** is deleted in its entirety and replaced by the following:

6.36.6. The vehicle must have the heaviest-duty construction available for the make and model of vehicle proposed. Vehicle construction must be suitable for extended-life police-pursuit usage.

CHANGE #5:

Section 6.36, entitled **BID LINE #1: – GROUP "A" – POLICE PURSUIT SEDAN, Subsection 6.36.7** is deleted in its entirety and replaced by the following:

6.36.7. The vehicle must be fitted with heavy-duty wheels with securely fastened center caps. A fullsize spare tire and wheel, identical to the standard tires and wheels, must be provided with each vehicle and must be stored securely inside the trunk in a manner that does not interfere with the installation or maintenance of the component tray/board, mounted electronic back-end components, weapon lock, and any other components specified below.

CHANGE #6:

Section 6.36, entitled **BID LINE #1:–GROUP "A" – POLICE PURSUIT SEDAN, Subsection 6.36.16** is deleted in its entirety and replaced by the following:

6.36.16. Six-inch round auxiliary red/white all-LED dome light (an example is the SoundOff Signal "ECVDMLTAL00") must be installed on the headliner on center line of vehicle approximately seven inches from the top of the windshield (local installation acceptable). Auxiliary dome light must be separately switched with integral switch with off, red and white positions.

CHANGE #7:

Section 6.46, entitled **BID LINE #8: MARKED POLICE LIGHTING PACKAGE, Subsection 6.46.6** is added to Section 6.46 as follows:

6.46.6. A stainless-steel custom-fabricated beat-tag holder must be mounted to the top surface of the roof-mounted lightbar in a manner that does not significantly reduce the integrity and waterproof nature of the lightbar top lens. Beat-tag holder must be identical in form, function and mounting location to existing Chicago Police Department beat-tag holders and must be capable of holding a removable plastic Chicago Police Department beat tag firmly at the range of speeds of which the vehicle is capable. Contact the Department of Fleet and Facility Management to view a sample.

CHANGE #8:

Section 6.52, entitled **BID LINE #14: SPOTLIGHT, Subsection 6.52.2** is deleted in its entirety and replaced by the following:

6.52.2. Spotlight must be wired to battery power for operation regardless of ignition-switch, individually fused per the manufacturer's directions.

CHANGE #9:

Section 6.54, entitled **BID LINE #16: AVL SYSTEM, Subsection 6.54.1** is deleted in its entirety and replaced by the following:

6.54.1. Units ordered with this Bid Line must be equipped with a global positioning/automatic vehicle location (AVL) system consisting of a Trimble "TM3000" AVL device customized for Chicago Police Department usage, Trimble wiring harness, antenna cable and roof-mounted GPS antenna. AVL system must be capable of sending vehicle-location information in a format compatible with existing City of Chicago equipment through an integral cellular or PCS data-transmission device to the City of Chicago dispatch system.

CHANGE #10:

Section 6.54, entitled **BID LINE #16: AVL SYSTEM, Subsection 6.54.2** is deleted in its entirety and replaced by the following:

6.54.2. All applicable software licenses for the supplied hardware and software must be furnished. The City of Chicago will provide activation and service for the cellular/PCS SIM card inside into the AVL device.

CHANGE #11:

Section 6.57, entitled, **BID LINE #19: UNMARKED FIRE LIGHTING PACKAGE, Subsection 6.57.7** is deleted in its entirety and replaced by the following:

6.57.7. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Alternately, a manufacturer-recommended separate-bulb system may be provided to provide alternate white flashes from the headlight housing in an appearance and intensity similar to that provided by wig-wag headlight flashers. Flasher must be configured for approximately 115 single flashes per minute. Power wire must be connected directly to battery positive terminal using appropriate fuse. Low-amperage control wire must be connected to the power center as described below.

CHANGE #12:

Section 6.60, entitled **BID LINE #22: – GROUP "B" – AWD POLICE-PURSUIT UTILITY VEHICLE, Subsection 6.60.7** is deleted in its entirety and replaced by the following::

6.60.6. The vehicle must have the heaviest-duty construction available for the make and model of vehicle proposed. Vehicle construction must be suitable for extended-life police-pursuit usage.

CHANGE #13:

Section 6.60, entitled **BID LINE #22: – GROUP "B" – AWD POLICE-PURSUIT UTILITY VEHICLE, Subsection 6.60.7** is deleted in its entirety and replaced by the following::

6.60.7. The vehicle must be fitted with heavy-duty wheels with securely fastened center caps. A fullsize spare tire and wheel, identical to the standard tires and wheels, must be provided

with each vehicle and must be stored securely in a wheel well inside the rear cargo area or underneath the rear of the vehicle.

CHANGE #14:

Section 6.60, entitled **BID LINE #22: – GROUP "B" – AWD POLICE-PURSUIT UTILITY VEHICLE, Subsection 6.60.16** is deleted in its entirety and replaced by the following::

6.60.16. Six-inch round auxiliary red/white all-LED dome light (an example is the SoundOff Signal "ECVDMLTAL00") must be installed on the headliner on center line of vehicle approximately seven inches from the top of the windshield (local installation acceptable). Auxiliary dome light must be separately switched with integral switch with off, red and white positions.

CHANGE #15:

Section 6.69, entitled, **BID LINE #29: MARKED POLICE LIGHTING PACKAGE, Subsection 6.69.7** is added to Section 6.69 as follows:

6.69.7. A stainless-steel custom-fabricated beat-tag holder must be mounted to the top surface of the roof-mounted lightbar in a manner that does not significantly reduce the integrity and waterproof nature of the lightbar top lens. Beat-tag holder must be identical in form, function and mounting location to existing Chicago Police Department beat-tag holders and must be capable of holding a removable plastic Chicago Police Department beat tag firmly at the range of speeds of which the vehicle is capable. Contact the Department of Fleet and Facility Management to view a sample.

CHANGE #16:

Section 6.75, entitled, **BID LINE #35: SPOTLIGHT, Subsection 6.75.2** is deleted in its entirety and replaced by the following:

6.75.2. Spotlight must be wired to battery power for operation regardless of ignition-switch, individually fused per the manufacturer's directions.

CHANGE #17:

Section 6.77, entitled, **BID LINE #37: AVL SYSTEM, Subsection 6.77.1** is deleted in its entirety and replaced by the following:

6.77.1. Units ordered with this Bid Line must be equipped with a global positioning/automatic vehicle location (AVL) system consisting of a Trimble "TM3000" AVL device customized for Chicago Police Department usage, Trimble wiring harness, antenna cable and roof-mounted GPS antenna. AVL system must be capable of sending vehicle-location information in a format compatible with existing City of Chicago equipment through an integral cellular or PCS data-transmission device to the City of Chicago dispatch system.

CHANGE #18:

Section 6.77, entitled, **BID LINE #37: AVL SYSTEM, Subsection 6.77.2** is deleted in its entirety and replaced by the following.

6.77.2. All applicable software licenses for the supplied hardware and software must be furnished. The City of Chicago will provide activation and service for the cellular/PCS SIM card inside the AVL device.

CHANGE #19:

Section 6.80, entitled, **BID LINE #40: MARKED FIRE LIGHTING PACKAGE, Subsection 6.80.6** is deleted in its entirety and replaced by the following:

6.80.6. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Alternately, a manufacturer-recommended separate-bulb system may be provided to provide alternate white flashes from the headlight housing in an appearance and intensity similar to that provided by wig-wag headlight flashers. Flasher must be configured for approximately 115 single flashes per minute. Power wire must be connected directly to battery positive terminal using appropriate fuse. Low-amperage control wire must be connected to the power center as described below.

NOTE: BID OPENING DATE: The bid opening date for bids (without pricing) remains unchanged and remains set for Tuesday, December 20, 2011, at 11:00 a.m. Chicago time.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NUMBER 1 AND ALL ADDENDA IN THE SPACE PROVIDED ON THE APPROPRIATE PROPOSAL EXECUTION PAGE (CORPORATION, JOINT VENTURE, PARTNERSHIP OR SOLE PROPRIETOR). FAILURE ON BEHALF OF THE BIDDER MAY BE CAUSE FOR REJECTION OF BID.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER THIS ADDENDUM NUMBER 1.

End of Addendum Number One.

City of Chicago
Department Of Procurement Services

Jamie L. Rhee
Chief Procurement Officer

...D SALES & SERVICE
6455 S Western Ave.
Chicago IL 60636

City of Chicago
Department of Procurement S.
Bid Bond Room
City Hall
Room 301
121 N. LaSalle Street
Chicago, IL 60602

SEALED BID:

POLICE VEHICLES
Specification NO: 98480
December 20, 2011
11:00 AM

BID DEPOSIT FORM

$_____Bond
$ 900.00 Cashiers

$_____Cert. Check
$_____Money Order

Control No._____

Bidders Name Metro Ford Sales & Service

Payee Name _____

Address 1. 6455 S. Weston Ave

Address 2._____

City Chicago State IL Zip 60638

Specification Number: 98480

Bid Deposit:

Bid Submittal Fee: 900.00

Bid Date 12-20-11 Processed Date _____

Receipt No._____ Processed By _____

FORM NO. 101

MARQUETTE BANK

CASHIER'S CHECK

468362

2-428
710

PURCHASER PATRICK M. MILLIGAN

DATE December 13, 2011

PAY NINE HUNDRED AND 00/100

NOTICE TO CUSTOMERS
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE AN INDEMNITY BOND PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

$900.00

TO THE ORDER OF CITY OF CHICAGO

VOID IF OVER $900.00

⑈00046836 2⑈ ⑆071004284⑆ ⑈9800009⑈

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1. DEFINITIONS

Wherever applicable in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used; the interpretation and meaning is interpreted as follows:

Attachments	means all exhibits attached hereto and/or incorporated by reference herein;
Business Day	means business days (Monday through Friday, excluding Holidays) in accordance with the City of Chicago business calendar;
Calendar Day	means calendar days (Sunday through Saturday) in accordance with the worldwide accepted calendar
Chief Procurement Officer	refers to the chief executive officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
City	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
Commissioner	refers to the chief executive officer of the Department of Fleet and Facility Management for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
Contact Person	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
Contract	means this contract for Police Vehicles, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
Contract Documents	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
Contractor	refers to the person, firm, entity or corporation who is awarded this contract;
Deliverables	means any Police Vehicles, documents, reports, information, etc. to be provided by the Contractor to the City;
Delivery Location	refers to the location where the product or service is to be provided by the Contractor;
Department	means the Department of Fleet and Facility Management, City of Chicago;
Force Majeure Event	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);

Holidays	means the following days in accordance with the City of Chicago calendar: New Year's Day, Dr. Martin Luther King Jr. Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;
Place Holder Bid	means the initial starting bid that must be entered by every Reverse Auction Participant prior to the start of the Reverse Auction;
Proposal	as used herein refers to the Contractor prepared document including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of this bid solicitation. At the conclusion of the Reverse Auction, the Contractor's Proposal includes the competitive bid(s) submitted by the bidder during the Reverse Auction.
Reporting Formats	means the appearance in which a report is submitted by the Contractor to the City;
Reverse Auction	means a real-time, secure and web-based electronic process that allows bidders to place competitive bids for goods or services over a defined period of time;
Reverse Auction Official Invitation	email notification which is sent to each Reverse Auction Participant from the Reverse Auction service providing notification that they are able to participate in the Reverse Auction;
Reverse Auction Participant	a bidder who has submitted a bid response to the City and who has been approved by the City to participate in the reverse auction;
Reverse Auction Participant Tutorial Session	means a training session provided by the Reverse Auction service provider to train the Reverse Auction Participant on the bidder interface, entering placeholder bids, lowering a bid, and bid specific configurations;
Reverse Auction Participant's Terms and Conditions	means the agreement between the Reverse Auction service provider and the Reverse Auction Participant;
Reverse Auction Transaction Fee	means the fee that the Contractor must pay to the Reverse Auction service provider;
Services	means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
Subcontractor	means any person or entity with whom the Contractor contracts to provide any part of the work, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;
Virtual First Place	means the Reverse Auction Participant with the lowest bid during the Reverse Auction.
Work Site	refers to the location where the work is to be performed by the Contractor;

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Commissioner or Chief Procurement Officer are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Commissioner or Chief Procurement Officer. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Commissioner. The Commissioner's judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

2. REVERSE AUCTION

The Chief Procurement Officer will receive sealed bids for Police Vehicles using an electronic, online sealed bid Reverse Auction in accordance with the Contract Documents as set forth herein. The bidder specifically agrees to participate in the Reverse Auction.

2.1. REVERSE AUCTION SERVICE PROVIDER

Peralta Garcia Government Innovations, Inc ("PGGI") is the service provider that will manage and host the secure, electronic, online sealed bid Reverse Auction process.

2.2. REVERSE AUCTION PROCEDURES

1. Bidders are to submit its sealed Proposal, **WITHOUT PRICING**, to the City by the date and time indicated in the legal advertisement. Bids submitted with pricing information may be rejected as being non-responsive to this requirement.

2. The Proposal may be reviewed to determine those bidders eligible to participate in the online bidding event including statutory adjustments to the bid including but not limited to Chicago Business Preference, Child Support Arrearage, MacBride Principles Ordinance, and Business Enterprises Owned by People with Disabilities.

3. The City reserves the right to have bidders provide additional information and/or correct their Proposal prior to the Reverse Auction in order to provide for as much competition as possible. After the review of Proposals, the Chief Procurement Officer will set the time and date of the Reverse Auction.

4. The Chief Procurement Officer will provide PGGI with a list of Reverse Auction Participants to be invited to participate in the Reverse Auction. Only those bidders deemed by the Chief Procurement Officer as Reverse Auction Participants will be allowed to participate in the Reverse Auction.

5. PGGI will send an email to each of the Reverse Auction Participants with the following:
    a. Official date and time of the Reverse Auction
    b. An Official Invitation to the Reverse Auction
    c. Request to schedule the Reverse Auction Participant Tutorial Session
    d. Reverse Auction Service Provider and Reverse Auction Participant's agreement. A copy is attached as Exhibit One - Sample Reverse Auction Service Provider and Reverse Auction Participant's Agreement.

6. The Reverse Auction Participant's agreement must be signed and returned to PGGI prior to the Reverse Auction Participant Tutorial Session. Only Reverse Auction Participants that have returned the Reverse Auction Participant's agreement will be able to participate in the Reverse Auction.

7. During the Reverse Auction Participant Tutorial Session, the Reverse Auction Participant will work with a PGGI trainer to review the online bidding process including how to enter Placeholder Bids and any subsequently lower bids as well as reviewing the bid layout and requirements to bid.

8. The public Reverse Auction will be held at the time and date indicated by written notice of the Chief Procurement Officer.

9. Placeholder Bids must be entered into the bidder Interface prior to the official start time of the Reverse Auction.

10. The Reverse Auction bidder interface will be configured such that Reverse Auction Participant will only see their price and their rank in relation to first place of all other Reverse Auction Participants. All other Reverse Auction Participants identities will remain anonymous during the Reverse Auction.

11. Each Reverse Auction Participant must only submit bids by or under the direction of an authorized representative of the Reverse Auction Participant.

12. The Reverse Auction has a fixed duration as well as extension periods which are established by the City prior to the auction. The Reverse Auction may be extended if bids are received within a pre-determined amount of time prior to the end of the fixed duration.

13. During the Reverse Auction, PGGI will provide the necessary security, technical and administrative support to ensure a successful auction. Each Reverse Auction Participant will receive a direct line to the PGGI bidder management team for support during the Reverse Auction Event.

14. During the Reverse Auction, Reverse Auction Participants may submit multiple lower prices to achieve a Virtual First Place.

15. The Reverse Auction will end at the conclusion of either the fixed duration or at the time at which all extensions are completed, whichever is later.

16. The City reserves the right to cancel and not hold the Reverse Auction when in the opinion of the Chief Procurement Officer; the best interests of the City would be served. The City would then receive the bid pricing via traditional methods.

17. After the conclusion of the Reverse Auction, PGGI will provide to the Chief Procurement Officer bid tabulations including a bid audit trail that will include a time-stamped log of all prices submitted by Reverse Auction Participants during the auction. The City will also post a bid tabulation to the Department of Procurement Services' web site cityc:chicago.org/procurement.

18. At the conclusion of the Reverse Auction, the City will then evaluate the Proposals and bid price offered during the Reverse Auction.

2.3. REVERSE AUCTION TRANSACTION FEE

The Contractor who is awarded the Contract is required to pay a Reverse Auction Transaction Fee to PGGI pursuant to the Reverse Auction Bidders Terms and Conditions.

The Reverse Auction Transaction Fee will be one percent (1%) or a maximum of $40,000, whichever is less, of the actual amount paid by the City to the Contractor over the life of the agreement including time extensions (if any). The amount paid to PGGI will be based on the actual purchases and purchase price paid by the City to the Contractor.

The Reverse Auction Transaction Fee will be due within 15 days of the end of each month that the Contractor receives payment from the City.

All PGGI invoices will be based on the City of Chicago's check voucher record.

3. GENERAL CONDITIONS

Sealed Proposals will be received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

3.1. DOWNLOADABLE DOCUMENT

Bidders that download a bid solicitation from the City of Chicago Department of Procurement Services' website:

http://www.cityofchicago.org/bids

instead of obtaining the hard copy paper bid solicitation from the City of Chicago's Bid and Bond Room, are responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The City will not be responsible for a bidder's failure to consider additional information contained therein in preparing the bid.

Note: Multiple clarifications and/or addenda may be issued in which the bidder is responsible for obtaining.

If the bid solicitation was downloaded from the website instead of picking it up in a hard copy paper form from the City of Chicago's Bid and Bond Room, the bidder MUST contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at 312-744-9773 or by faxing a copy of a business card (include e-mail address, Specification Number and RFQ Number) to 312-744-5611 to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

3.2. BID DEPOSIT

Bid deposit will be required for all competitive sealed bidding for contracts when required in the legal advertisement. Bid deposit must be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in a cashier's check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and must be made payable to the order of the City of Chicago. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

Bid deposits must be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of ten percent (10%) of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than ten percent (10%) of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to ten percent (10%) of the bid. Compliance with the provisions herewith will be determined in all cases by the Chief Procurement Officer and his determination will be final.

When the legal advertisement requires a deposit, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the deposit requirements.

After bids are opened, deposits will be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action will be taken against the bidder or the bid deposit.

3.3. RETURN OF BID DEPOSIT

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders cannot be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Chief Procurement Officer has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

3.4. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof, may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be faxed, electronically mailed, mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

Bidder must acknowledge receipt of each addendum issued in the space provided on proposal page. Proposals that do not acknowledge receipt of any addenda will be rejected for being non-responsive to this requirement.

3.5. EXAMINATION BY BIDDER

The bidder must, before submitting its bid, carefully examine the proposal, plans, specifications, Contract documents and bonds. The bidder must inspect in detail the site of the proposed work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

3.6. PREPARATION OF PROPOSAL

Bidder must prepare its proposal on the attached Proposal Page(s). Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer must be submitted.

If bidder is a sole proprietorship, the sole proprietorship must execute the bid.

A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805 ILCS 405 (1992).

Bidder/Proposer must acknowledge receipt of a full set of contract documents and any addenda at the top of the proposal execution page (i.e. to be executed by a corporation, partnership or sole proprietor as applicable). Proposals that do not acknowledge receipt of a full set of contract documents and any addenda will be rejected for being non-responsive to this requirement.

3.7. SUBMISSION OF PROPOSALS

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose to the Department of Procurement Services, Room 301, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder must carry the following information on the face of the envelope: bidders name, address,

subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the Chief Procurement Officer, the bidders are responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed will be rejected.

3.8. WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder will withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor must the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

Where this contract will be approved by another agency, such as the Federal Government or State of Illinois, then the bidder will not withdraw or cancel or modify his proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals.

3.9. COMPETENCY OF BIDDER

The Chief Procurement Officer reserves the right to refuse to award a contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

The bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

3.10. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer will represent and act for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action.

The proposal is contained in these contract documents and MUST NOT BE DETACHED HERE FROM by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

3.11. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one of the proposals or more, if Basis of Award in Special Conditions allows for multiple awards and/or reject any/all proposals, within ninety (90) calendar days from the date of the Reverse Auction, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

3.12. PERFORMANCE BOND

When required by the Chief Procurement Officer, the successful bidder or bidders must, within seven (7) calendar days of receipt of notice from the City, furnish a yearly renewable Performance Bond in the full amount of no less than ten percent (10%) of the awarded contract value on Form P.W.O. 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a Performance Bond constitutes tentative notice of pending award and proposal acceptance. Release of the Contract will be withheld pending receipt and approval of a satisfactory Performance Bond.

Attention is called to the provisions of Section 5/8-10-13 of the Illinois Municipal Code and to the provisions of Chapter 2-92 of the Municipal Code of Chicago.

3.13. FAILURE TO FURNISH BOND

In the event that the bidder fails to furnish the requested Performance Bond in the said seven (7) calendar days period, the bid will be rejected and the bidder deemed non-responsive and disqualified from award of contract.

3.14. PRICE LISTS / CATALOGS

If applicable, for bid evaluation purposes, the bidder will submit with its bid three (3) copies of price lists/catalogs when quoted on the Proposal Page(s). Failure to furnish price lists may be cause for rejection of the bid for being non-responsive to this requirement.

Before a contract can be awarded, the Contractor must submit copies of all current manufacturers or other accepted published price lists/catalogs indicated on the Proposal Page for use by the Department of Procurement Services, Comptroller's Office and each participating department to facilitate audit of all invoices and sub-orders off the contract. The Contractor will be responsible for forwarding new price lists or supplements of latest revision to all participating City departments, the Comptrollers Office and Department of Procurement Services during the contract period.

All pricing will be governed by the latest editions or supplements to manufacturer's published price lists/catalogs unless specified otherwise on the Proposal Page. The Contractor will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices.

3.15. TAXES

Federal Excise Tax does not apply to goods and materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Number E9998-1874-011. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute.

The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal laws and regulations.

3.16. CONTRACTOR'S FINANCIAL STATEMENT

If requested by the Chief Procurement Officer, the bidder will file with the office of the Chief Procurement Officer a Contractor's Statement of Experience and Financial Condition dated not earlier than the end of the Contractors last fiscal year period. The Contractor's Statement of Experience and Financial Condition will be kept on file by the Chief Procurement Officer as a representative statement for a period of one (1) year.

The Contractor's Statement of Experience and Financial Condition forms are available at the office of the Bid and Bond Section, Department of Procurement Services, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current Contractor's Statement of Experience and Financial Condition form on file with the DEPARTMENT OF PROCUREMENT SERVICES may be cause for the rejection of Contractor's Proposal.

3.17. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

The order of precedence of the component contract parts shall be as follows:

1. Advertisement for proposals.
2. Addenda, if any.
3. General Conditions.
4. Special Conditions.
5. Detailed Specifications.
6. Plans or City Drawings, if any.
7. Standard Specifications of the City, State, or Federal Government, if any.
8. Performance Bond, if required.

The foregoing order of precedence will govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

3.18. NON-DISCRIMINATION

A. Federal Requirements

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

B. State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1 - 101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

C. City Requirements

Contractor must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended; and all other applicable municipal code provisions, rules, regulations and executive orders. Further, Contractor must furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.19. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

Minimum requirements of the Contractors accident/incident prevention program include, but are not limited to the following:

1. A training program that includes safety and the identification of worksite hazards.
2. Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).
3. Implementation of an Accident/Incident Reporting Program, which includes first aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to City equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first aid and/or medical treatment and that every accident/incident occurring on City property, is promptly reported to Contractor management and the Commissioner. A completed report of the accident/incident must be promptly submitted to the Commissioner.
4. Develop an Emergency Evacuation/Disaster Control Plan consistent with the Commissioner's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.
5. Contractors must also comply with the safety and health requirements of the Commissioner. The Commissioner may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Contract. Such act and rules and the applicable parts thereof must be considered as part of this Contract.

The Contractor and subcontractors must comply with said requirements, standards, and regulations, as required; and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers. The Contractor and subcontractors must directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties that may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

3.20. PAYMENT TO CONTRACTOR

Work performed under this contract is interpreted to include materials to be furnished under this contract which are suitably stored at the site of the work. Unless otherwise provided in Special Conditions, which will be subject to the provisions of Chapter 26-13 of the Municipal Code of Chicago, the Chief Procurement Officer may from time to time, in cases where the Contractor must proceed properly to perform and complete his contract, grant to such Contractor as the work progresses an estimate of the amount already earned. All partial payment estimates shall be subject to correction by the final estimate.

Waivers from Subcontractors and Suppliers indicating that they have received their share from the Contractor of the previous partial payment to the Contractor must be presented concurrently by the Contractor when he presents an estimate for a partial payment.

The Chief Procurement Officer may, whenever he have reason to believe that the Contractor has neglected or failed to pay any subcontractors, workmen or employees for work performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the contract until said Chief Procurement Officer has been satisfied that such subcontractors, workmen and employees have been fully paid, and the reserve sum referred to in the above stated Chapter 26-13 has not been payable until the Contractor has satisfied the Chief Procurement Officer that all subcontractors, material men, workmen and employees have been fully paid.

Whenever the Chief Procurement Officer notifies the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor neglect or refuse for the period of ten (10) calendar days after such notice is given, as above provided for, to pay such subcontractors, workmen and employees, the City may then apply any money due or that may become due under the contract to the payment of such subcontractors, workmen and employees without other or further notice to said Contractor; but failure of the City to retain and apply such moneys, or of the Chief Procurement Officer to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such subcontractors, workmen or employees upon any bond given in connection with such contract.

Before final payment is made under the contract, and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work performed, tools and plant employed, and material and labor furnished under the contract. The Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the contract have been complied with, and the work has been accepted by the Commissioner, whereupon the City will, at the expiration of thirty (30) calendar days after such completion and acceptance, pay the whole account of money due the Contractor under the contract.

The acceptance by the Contractor of the final payment above mentioned shall operate as and shall be a release to the City from all claims or liability under this contract for anything done or furnished or relating to the work under this contract, or for any act or neglect of the City relating to or connected with this contract.

3.21. COOPERATION BETWEEN CONTRACTORS

Unless otherwise provided in Special Conditions, if separate contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each Contractor must conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved must assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same improvement. Each Contractor must assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

The Contractor must as far as possible, arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site. Contractor must join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

3.22. SUPERVISION

The Contractor must personally supervise the work or will have a competent person at the site at all times to act for Contractor.

3.23. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

Plans or drawings mentioned in the specifications will be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, will be executed by the Contractor the same as though it were both shown and specified.

3.24. PERMITS

Unless otherwise provided in the Special Conditions, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to carry out the work described in this contract.

3.25. TIME AND PROGRESS

It is understood and agreed that TIME IS OF THE ESSENCE OF CONTRACT, and the Contractor agrees to begin actual work covered by this contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this contract within the calendar days stipulated after the date for commencement of work as specified in the written notification to the Contractor from the Commissioner, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Contractor must submit to the Commissioner for approval, within five (5) calendar days after the effective date of this contract, a TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contract shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Chief Procurement Officer may declare this contract in default as provided herein.

3.26. PROVISIONS RELATIVE TO DELAY

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and Chief Procurement Officer in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Chief Procurement Officer for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The Chief Procurement Officer and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Mayor, Comptroller and the Chief Procurement Officer, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

3.27. INDEMNITY

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all losses, including those related to:

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);
3. Contractor's failure to perform or cause to be performed Contractor's covenants and obligations as and when required under this Contract, including Contractor's failure to perform its obligations to any subcontractor;
4. the City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute;

"Losses" means, individually and collectively, liabilities of every kind, including Losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Contract or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors or licensees.

At the City Corporation Counsels option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820ILCS305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2nd 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute or judicial decision.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of service beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contactor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.28. LIVING WAGE ORDINANCE

A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial

workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:

1. if the Contractor has twenty-five (25) or more full-time employees, and
2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
3. the Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.

B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.

C. As of July 1, 2011, the Base Wage is $11.18 per hour. Each July 1st, thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.

E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

3.29. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract will be assigned or any part of the same sub-contracted without the written consent of the Chief Procurement Officer; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor must not transfer or assign any contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as the City is concerned.

3.30. SUBCONTRACTORS

The Contractor must notify the Chief Procurement Officer, in writing, of the names of all subcontractors to be used and will not employ any that the Chief Procurement Officer may object to.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Chief Procurement Officer. The Subcontracting of the services or work or any portion thereof without the prior written consent of the Chief Procurement Officer will be null and void. The Contractor will not make any substitution of a subcontractor without the written consent of the Chief Procurement Officer. The substitution of a subcontractor without the prior written consent of the Chief Procurement Officer will be null and void. The Chief Procurement Officer's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible subcontractors. If, in the judgment of the Commissioner or the Chief Procurement Officer, any subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the Chief Procurement Officer, discharge or otherwise remove such subcontractor.

3.31. SUBCONTRACTORS WITH DISABILITIES

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

3.32. SUBCONTRACTOR PAYMENTS

The Consultant will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the Consultant for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Consultant with instructions to report payments that have been made in the prior month to each Subcontractor. The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Consultant and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: [illegible]

3.33. DEMURRAGE AND RE-SPOTTING

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

The City will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the City.

3.34. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its Chief Procurement Officer, will have a right to inspect any material to be used in carrying out this contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor will be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Chief Procurement Officer and must be replaced by the Contractor at no cost to the City.

Any materials or components rejected must be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

3.35. CASH BILLING DISCOUNT

Any cash billing discounts offered will not be considered in the evaluation of bids.

3.36. AUDITS

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

1. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;

2. If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with A. or B. above is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorney's fees.

3.37. PRICE REDUCTION

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractors customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

The Contractor must furnish, within ten (10) calendar days after the end of the contract period, a statement certifying either:

1. that no general price reduction, as defined above, was made after the date of the bid or offer; or
2. if any such general price reductions were made, that is provided above, they were reported to the Chief Procurement Officer within ten (10) calendar days, and ordering offices were billed at the reduced prices.

Where one (1) or more such general price reductions were made, the statement furnished by the Contractor must include with respect to each price reduction:

1. the date when notice of any such reduction was issued;
2. the effective date of the reduction; and
3. the date when the Chief Procurement Officer was notified of any such reduction.

3.38. PROHIBITION ON CERTAIN CONTRIBUTIONS -- MAYORAL EXECUTIVE ORDER NO. 05-1

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this

3.39. CONFLICTS OF INTEREST

No member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interests, direct or indirect, in the contract.

The Contractor covenants that he presently has no interest and will not acquire any interest, direct or indirect, in the project to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in its performance of the contract no person having any such interest will be employed.

3.40. GOVERNMENTAL ETHICS ORDINANCE

Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.41. DISCLOSURE OF OWNERSHIP

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the Economic Disclosure Statement and Affidavit. Failure to provide complete or accurate disclosure will render this Agreement voidable.

3.42. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

Bidder will be required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit as required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer declaring the bidder non-responsible. Moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids.

3.43. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provisions and require understanding and compliance with them.

3.44. CHAPTER 2-26 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF COMPLIANCE

It is the duty of any bidder, proposer, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proper, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it."

3.45. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO

1. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago under the contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. Debt means a specified sum of money owed to the City for which the period granted for payment has expired.

2. Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:
   a. the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the contracting party is in compliance with the agreement; or
   b. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
   c. the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.46. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390	Dumping on public way;
7-28-440	Dumping on real estate without permit;
11-4-1410	Disposal in waters prohibited;
11-4-1420	Ballast tank, bilge tank or other discharge;
11-4-1450	Gas manufacturing residue;
11-4-1500	Treatment and disposal of solid or liquid waste;
11-4-1530	Compliance with rules and regulations required;
11-4-1550	Operational requirements; and
11-4-1560	Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

3.47. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private

business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

3.48. MACBRIDE PRINCIPLES ORDINANCE

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those Contractors who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

3.49. CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the Economic Disclosure Statement and Affidavit (the Affidavit) under: Certification By Applicant, which certifies that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended: Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

3.50. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Economic Disclosure Statement and Affidavit), then:

For those bidders in competitive bid contracts, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust,

partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

3.51. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

Contractor, in performing under this contract must comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

No person or business entity will be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

3.52. FEDERAL TERRORIST (NO-BUSINESS) LIST

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

3.53. COMPLIANCE WITH ALL LAWS

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Agreement.

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

3.54. COMPLIANCE WITH ENVIRONMENT LAWS

General

The Contractor must at all times observe and comply with all applicable Federal, State, City and other local governmental and agency laws, ordinances, rules, regulations and codes.

Environmental

The Contractor must comply with all laws relating to environmental matters including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into the environment and to the generation, use, storage, transportation, or disposal of solid wastes, hazardous materials, special wastes or other contaminants (collectively, "Environmental Laws") including but not limited to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, the National Emission Standards for Hazardous Air Pollutants (40 C.F.R. 61 .145), and the Municipal Code, as currently in effect and as amended during the course of the contract period.
If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of hazardous materials, special wastes or other contaminants on, under or about any premises used by Contractor to perform the Services required hereunder, the Contractor must provide a copy of such report or notice to the City. In the event of a release or threatened release of hazardous materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Laws, the Contractor must immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made.

If the Contractor fails to comply with any Environmental Laws, the City may terminate the Contract in accordance with the default provisions of this Agreement.

For purposes of this provision, the following definitions will apply:

"Hazardous materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), chlorofluorocarbon (CFC) refrigerator gas, petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C ' 136 et.seq.), and any hazardous waste, toxic or dangerous substance or related material, including any, material defined or treated as Ahazardous substance,A Ahazardous wasteA, Atoxic substance,A or contaminant (or comparable term) under any of the Environmental Laws. ASpecial wasteA means those substances as defined in 415 ILCS 5/3.45, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G, ch.1.

3.55. SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Contract or any part of it.

3.56. FORCE MAJEURE EVENT

Notwithstanding anything to the contrary in this Contract, neither the City nor the Contractor will be liable to the other party for performance of their respective obligations under this Contract if such performance is prevented by the occurrence of a Force Majeure Event. However, if the Contractor is unable to provide the vehicle or equipment as required by this Contract due to the occurrence of a Force Majeure Event, and the Contractor is not able to restore full provision of the vehicle or equipment within seven (7) calendar days, then the City may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by the City, the Contractor will cause its personnel to appear before the Chief Procurement Officer or any other interested group or body, as directed by the City, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

3.57. FALSE STATEMENTS

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing a such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010.

3.58. COMPLIANCE WITH ADDITIONAL FEDERAL PROVISIONS

Contractor agrees to the provisions set forth in Exhibit Two, which is attached and incorporated by reference as if fully set forth here.

3.59. BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES COMMITMENT

Policy and Terms

It is the policy of the City of Chicago that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with Section 2-92-337 et seq. of the Municipal Code of Chicago, Regulations Governing Certification of Business Enterprises owned by People with Disabilities, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Agreement. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City of Chicago deems appropriate.

Definitions

For purposes of this section only, the following definitions apply:

1) "Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

3) "Construction project" has the same meaning ascribed to it in section 2-92-335.

4) "Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

5) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

6) "Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

7) "Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

Commitments

The Chief Procurement Officer shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the Chief Procurement Officer shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

Percent of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the Chief Procurement Officer determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the Chief Procurement Officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Chief Procurement Officer, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the Chief Procurement Officer, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

The Chief Procurement Officer is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.60. SHAKMAN ACCORD

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to Contractor by a City employee or City official in violation of this Section, or advocating a violation of this Section, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the Contract.

3.61. MULTI-PROJECT LABOR AGREEMENT (PLA)

For construction, demolition, rehabilitation, maintenance, and/or renovation of real property, provided the total project value exceeds $25,000, the City of Chicago Multi-Project Labor Agreement is applicable.

The City's Project Labor Agreement pertains to the performance of Work on the City's real property. Inasmuch as a solicitation involves personal property, not real property, the City's Project Labor Agreement does not apply

The City has entered into the PLA with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto in the section titled City of Chicago Multi-Project Labor Agreement (PLA) together with a list of signatory unions. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/pla. The PLA is subject to change as additional signatory unions are added. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Agreement, and shall comply in all respects with the PLA.

3.62. DEFAULT

A. The City may, subject to the provisions of paragraph (C) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

   1. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

   2. if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such other period as the Chief Procurement Officer may authorize in writing) after receipt of notice from the Chief Procurement Officer specifying such failure.

B. In the event the City terminates this contract in whole or in part as provided in paragraph (A) of this clause, the City may procure, upon such terms and in such manner as the Chief Procurement Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor must be liable to the City for any excess costs for such similar supplies or service: provided, that the Contractor must continue the performance of this to the extent not terminated under the provisions of this clause.

C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the Chief Procurement Officer the failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

3.63. DISPUTES

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and

exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

4. SPECIAL CONDITIONS

4.1. PERFORMANCE BOND

Performance Bond not required.

4.2. BID DEPOSIT

Bid Deposit not required.

4.3. BID SUBMITTAL FEE

Bidder must submit with its bid a non-refundable "Bid Submittal Fee" in the amount of nine hundred dollars ($900.00) payable to the City of Chicago. The Submittal Fee must be submitted with the bid and must be in the form of a Certified Check, Cashier's Check, or Money Order. The Certified Check, Cashier's Check or Money Order must be drawn on a bank doing business in the United States, and must be made payable to the order of the City of Chicago. Cash is not an acceptable form of bid submittal fee. Failure to submit said Bid Submittal Fee with the bid at the time of Bid Opening will be cause for rejection of the bid for being non-responsive to this requirement.

4.4. PRE-BID CONFERENCE

A Pre-Bid Conference will be held to answer questions regarding this specification. Attendance is **strongly** encouraged but is not mandatory. Representatives from the Department of Procurement Services and the Department of Fleet and Facility Management will comprise the panel to respond to questions concerning the specification.

The Pre-Bid Conference will be held on Tuesday, November 22, 2011, at the Department of Procurement Services, City Hall Room 403, Conference Room B, 121 N. LaSalle Street, Chicago, Illinois at 2:00 p.m., as noted herein and specified in the advertisement of the public notice in this specification.

Bidders must communicate only with the Department of Procurement Services. All questions or requests for clarification **must be in writing**, to the attention of Michael L. Smith, Department of Procurement Services and sent by email or fax, at (312) 744-7679 and/or [illegible].

Bidders are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Bid Conference. **All questions or requests for clarification must be received no later than end of business, Tuesday, November 29, 2011.**

4.5. QUANTITIES

Any quantities of specified vehicles or equipment shown on the Proposal Page(s) are estimates for the initial contract term and are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to purchase any vehicles or equipment other than those determined by the Department of Fleet and Facility Management to be necessary to meet their current needs.

The City will be obligated to order and pay for only such quantities as are from time to time ordered on purchase order releases issued directly by the Department of Fleet and Facility Management, delivered and accepted.

4.6. BASIS OF AWARD

The Chief Procurement Officer reserves the right to award contract(s), based on the lowest total bid price per Group to the responsive and responsible bidder(s) meeting the terms and conditions of the specification.

Bidders must quote all items within each Group but are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

Contractor may be awarded one (1) or more Groups. The Contractor's bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of the vehicles/equipment, delivery/transportation charges, taxes, Reverse Auction Transaction Fee, insurance, training, fluids, warranties, profit and/or overhead, etc., required by the specifications.

The Chief Procurement Officer reserves the right to award a contract, or reject any/all bids, when in the opinion of the Chief Procurement Officer; the best interests of the City would be served thereby.

4.7. CHICAGO BUSINESS PREFERENCE

For purposes of this provision, a "Chicago Business" is an entity which: (1) has meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago; (2) reports to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force; (3) holds appropriate City of Chicago business license(s) (if such license(s) are required for the business); and (4) is subject to applicable City of Chicago taxes. City of Chicago taxes include, but are not limited to, employer's expense tax pursuant to Section 3-20-030 of the Municipal Code (if the business has fifty or more employees). Any entity desiring the Chicago Business designation must submit, at the time of bid, a completed, signed and notarized Affidavit of Chicago Business in the form that is included in this bid document ("Affidavit"). Failure to submit a properly completed Affidavit at the time of bid will result in the entity not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted in an Affidavit but is under no obligation to do so. The Chief Procurement Officer's determination as to whether an entity qualifies for designation as a Chicago Business will be final.

If a bidder is a joint venture, partnership or other business combination consisting of more than one entity (collectively, "joint venture"), and all entities comprising the joint venture (collectively, "members") are designated Chicago Businesses in accordance with the above paragraph, the joint venture will be deemed to be a Chicago Business. Where not all joint venture members are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Business members hold at least a fifty percent (50%) interest in the joint venture. Chicago Business members have a fifty percent (50%) interest in the joint venture only if the Chicago Business member(s) directly hold(s) a fifty percent ownership interest in the joint venture and either: (A) the Chicago Business member(s) directly employ(s) fifty percent or more of the workforce performing the duties that the joint venture will self-perform, including but not limited to management of the joint venture itself, or (B) the Chicago Business member(s), as direct subcontractor(s) to the joint venture, perform(s) work or services equal to fifty percent or more of the amount of the bid. Joint venture bidders whose members are NOT all Chicago Businesses must submit with their bids a copy of the signed joint venture agreement, copies any subcontracts with the Chicago Business members, and such other information as they deem relevant and necessary to establish their eligibility for the Chicago Business designation in accordance with this paragraph. Failure to submit such information at the time of bid will result in the joint venture not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted by a joint venture bidder but is under no obligation to do so. The Chief Procurement Officer's determination as to whether a joint venture qualifies for designation as a Chicago Business shall be final.

In the event that there are bids both from Chicago Businesses and bidders that are not Chicago Businesses, the Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is a Chicago Business, provided that such bid price does not exceed by more than two percent (2%) the lowest bid price or lowest evaluated bid price, as applicable, from a responsive and responsible bidder that is not a Chicago Business.

4.8. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Bidder will fully complete, sign, notarize, and submit as part of your Proposal the following documents incorporated herein:

At the time of Proposal submittal:

1. MBE/WBE Goal Implementation Plan including:
   a. **Schedule B:** Affidavit of Joint Venture (MBE/WBE) (if applicable).
   b. **Schedule C-1:** Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable). **MUST BE SUBMITTED WITH BID.**
   c. **Schedule D-1:** Affidavit of MBE/WBE Goal Implementation Plan (if applicable). **MUST BE SUBMITTED WITH BID.**
   d. Request for a reduction or waiver of MBE/WBE goals (if applicable). **MUST INCLUDE ALL REQUIRED DOCUMENTATION WITH BID.**

NOTE: **Bidders are to submit their MBE/WBE Goal Implementation Plan identifying the percentages of participation only.** Do not provide a dollar amount(s) at this time.

2. Bid Data Pages
3. Economic Disclosure Statement and Affidavit (EDS) Online Certification of Filing

NOTE: **Bidders are to submit their EDS identifying the percentages of MBE/WBE participation only.** Do not provide a dollar amount(s) at this time.

4. Affidavit of Chicago Business

5. Proposal Execution Page, as applicable (Corporation, Partnership, Joint Venture, or Sole Proprietorship)
6. All other documents as required by the specification

NOTE: EACH BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE. **PROPOSALS THAT DO NOT ACKNOWLEDGE RECEIPT OF ANY AND ALL ADDENDA WILL BE REJECTED FOR BEING NON-RESPONSIVE TO THIS REQUIREMENT.**

At the completion of the Reverse Auction, the Chief Procurement Officer will notify the apparent low bidder to submit the following documents within ten Business Days:

1. Updated MBE/WBE Goal Implementation Plan reflecting the pricing from the Reverse Auction and an initial review of the groups to be awarded, including:
   a. **Schedule B:** Affidavit of Joint Venture (MBE/WBE) (if applicable).
   b. **Schedule C-1:** Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier, and/or Consultant (if applicable) showing dollars and percentages. May not vary from the percentages submitted with its Proposal.
   c. **Schedule D-1:** Affidavit of MBE/WBE Goal Implementation Plan (if applicable).

   NOTE: Bidders are to submit their MBE/WBE Goal Implementation Plan identifying the dollars and percentages of participation.
2. City of Chicago Insurance Certificate of Coverage.
3. Updated Economic Disclosure Statement and Affidavit (EDS). Bidders are to update the EDS and resubmit with dollars and percentages.

The failure to submit these documents within ten Business Days of notification is cause to reject the bid as non-responsive to this requirement.

4.9. CONTRACT PERIOD

The contract will begin (Start Date) and continue through (End Date) the dates indicated on the front cover/title page of this solicitation unless terminated prior to this date according to the terms of the Termination provision, or extended as provided for herein.

The City will establish and enter the above start and expiration dates at the time of formal award and release of this contract unless negotiated prior to the award and release of the contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page herein. The expiration date will be no later than the last day of the sixtieth (60th) full calendar month after the established start date.

4.10. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the contract period. The Chief Procurement Officer may exercise the City's right to renew this Contract following the expiration of the base contract term for up to one hundred eighty-one (181) Calendar Days for the purpose of providing continuity of supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the equipment provided for in this Contract. The Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

4.11. MODIFICATIONS AND AMENDMENTS

No change, amendment or modification of this Agreement, or any part hereof, is valid unless stipulated in writing and approved by the Chief Procurement Officer.

4.12. UNSPECIFIED ITEMS

Any Police Vehicles not specifically listed herein may be added to this Contract if they fall within the same specific category of vehicles/equipment already specified in the contract. The lifetime usage of any item added to this Contract must not exceed ten percent (10%) of the original Contract award dollar amount.

The User Department will notify the Contractor in writing of the items which are necessary and request a written price proposal for the addition of the item(s) to this Contract by modification, then forward the documents to the Chief Procurement Officer. Such item(s) may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner that serves the best interest of the City.

Any such item(s) delivered by the Contractor, without a properly executed Contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractors receipt of the fully signed modification.

4.13. PARTICIPATION BY OTHER GOVERNMENT AGENCIES

Other government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases.

Examples of such government agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Government Agency.

4.14. PURCHASE ORDER BLANKET RELEASES

Requests for Police Vehicles in the form of City of Chicago blanket releases (a.k.a. purchase order releases or suborders) will be issued by the Department of Fleet and Facility Management and sent to the Contractor to be applied against the Contract. Blanket releases will indicate the specification number, purchase order number, blanket release number, product description, quantities ordered for each line item, unit cost, total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery.

For purchase order releases placed before a price increase effective date, Contractor must honor Contract prices listed on the purchase order release including releases with multiple delivery shipments that are scheduled after the effective date of the increase.

The Contractor must not honor any order(s) or make any deliveries of Police Vehicles without receipt of a City of Chicago blanket release issued by the Department. Any Police Vehicles provided by the Contractor without a blanket release is made at the Contractor's risk. Consequently, in the event such blanket release is not provided by the City, the Contractor releases the City form any liability whatsoever to pay for any Police Vehicles provided without said blanket release.

4.15. INVOICES

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

INVOICES
City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

OR

Via email to: INVOICES@cityofchicago.org with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

1. Invoice number and date
2. Contract/Purchase Order number
3. Blanket Release number (if applicable)
4. Vendor name and/or number
5. Remittance address
6. Name of City Department that ordered the goods or services
7. Name and phone number of your contact at the ordering department
8. Invoice quantities, commodity codes, description of deliverable(s)
9. Amount due
10. Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s) (a.k.a. proposal pages).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

4.16. ELECTRONIC ORDERING AND INVOICES

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to purchase orders, releases and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents.

The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

4.17. PAYMENT

The City will process payment within sixty (60) calendar days after receipt and acceptance of invoices and Subcontractor Payment Certification forms completed in accordance with the terms specified herein, the specified vehicles or equipment, any documents of title, warranty and certificate(s) and/or completed form(s) specified herein, and all supporting documentation necessary for the City to verify delivery and acceptance of the Police Vehicles(s).

The City will not be obligated to pay for any Police Vehicle(s) if it is noncompliant with the terms and conditions of these Specifications.

4.18. PRE-DELIVERY, SERVICING AND ADJUSTMENTS

Prior to delivery of any Police Vehicles, the Contractor will perform any/all preparatory operations recommended by the manufacturer, including (where applicable): A) "tuning" the engine; B) testing the operation of all accessories; C) testing electrical, hydraulic and air systems; D) charging batteries; E) inflating tires to recommended pressures; F) lubricating all "zerk" fitting and friction points; G) filling all lubricant and fluid reservoirs; H) filling fuel tank using fresh fuel.

4.19. DELIVERY

The Contractor must deliver the specified vehicles or equipment, complete with all attachments and ready for use. Delivery must be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding Holidays. Police Vehicles must be delivered FOB City of Chicago, IL at the following address:

Police Motor Maintenance
Department of Fleet and Facility Management
City of Chicago
5219 W Wentworth Ave
Chicago, IL 60609.

Delivery of the specified Police Vehicles must be completed within 180 days following the date of purchase order release.

The Department of Fleet and Facility Management, Police Motor Maintenance Division, must be notified at least 48 hours prior to delivery of any unit.

4.20. DELIVERY OF PARTS AND PERFORMANCE OF SERVICES

Deliveries of Parts required for repairs and performance of services will be made within seventy-two (72) hours of request, F.O.B., Contractor's shop, regardless of the purchase order release amount.

4.21. INSPECTION UPON DELIVERY

Upon delivery of the specified vehicles or equipment the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage. The Contractor's representative may be present for the initial examinations.

If defects or omissions are discovered during the inspection, the City may:

1. Refuse acceptance of any/all units.
2. Arrange with the Contractor to make corrections.
3. Require the Contractor to remove any/all units from the City's premises at its own cost to make the necessary corrections.

Any/all labor and materials which may be required to correct non-compliant aspects of all items must be provided by the Contractor in a prompt manner, at no cost to the City. The "promptness" of corrective actions will be established by the City based upon the quantity and scope of the corrections required.

4.22. PRICE ADJUSTMENT (BID LINES #1; #7 THROUGH #22; AND #28 THROUGH #43)

For only line items listed above, the original bid prices will be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the equipment provided for in this Contract, annual price adjustments of the contract unit price(s) may be granted after receipt of a written request from the contractor.

Price escalation will be considered by the Chief Procurement Officer when the Contractor can show cause substantiating the need for an increase. The Contractor will be required to furnish a certified statement or affidavit which states that the increase represents the costs for materials only and in no way represents an increase for his profits, labor or other overhead. The Contractor must justify his request for an increase by submitting evidence from the manufacturer which details the pricing changes, the effective date for the change and any other information requested by the Chief Procurement Officer to verify the price change.

If approved by the Chief Procurement Officer, a properly executed contract modification must be signed by the Contractor and executed by the City to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any Police Vehicle provided by the Contractor at a price increase, without a price adjustment approved by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, the Contractor releases the City from any liability whatsoever to pay for goods and/or services rendered at a higher rate.

4.23. LABOR RATE ADJUSTMENT (BID LINES #4, #5, #25 AND #26)

For only line items listed above, the original bid prices for labor rates are to be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the services provided for in this Contract, annual labor rate adjustments of the contract unit price(s) may be granted based on the prevailing wage rate at the time of escalation request after receipt of a written request from the Contractor made no earlier than thirty (30) calendar days before the anniversary date or no later than thirty (30) calendar days after the expiration date of each such twelve (12) month period. If Contractor does not request a price adjustment within such period, Contractor will not be entitled to a labor rate adjustment for the upcoming year.

The adjusted contract price(s) will be adjusted by an amount of no more than five percent (5%) per year, for each twelve (12) month period.

The Contractor will be required to furnish supporting documents to verify the new rates and to furnish a certified statement or affidavit, which is to state information requested by the Chief Procurement Officer to verify the rate change.

If approved by the Chief Procurement Officer, a labor rate adjustment must be signed by the Chief Procurement Officer reflecting the labor rate adjustment and the effective date for the change. Original bid prices are in effect until the labor rate escalation has been signed by the Chief Procurement Officer reflecting the price adjustment and the effective date for the change.

Any service provided by the Contractor at the new labor rate, without a labor rate escalation signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such labor rate escalation is not signed by the Chief Procurement Officer, the Contractor releases the City from any liability whatsoever to pay for services rendered at the labor wage rate.

4.24. PARTS PRICING AND OEM OPTIONS (BID LINES #2, #3, #23 AND #24)

The Contractor must submit copies of all parts pricing for each order with their invoice that is submitted to the City (copy of invoice showing the actual price paid by the Contractor inclusive of all rebates, give backs, etc.). Pricing to the City will be based on the percentage markup of the actual price paid by the contractor as indicated on the Proposal Pages. Percentage markup will remain fixed for the life of the contract.

Contractor must be capable of obtaining wholesale pricing for readily available stock parts.

4.25. TAX INCENTIVES

In the event that the vehicles purchased under this Contract utilize alternative-fuels, hybrid systems or alternative-technologies, Federal and State tax incentives may be available to offset the purchase cost. In such cases, these tax incentives must not be included in the Contractor's bid pricing. Rather, when allowed by the applicable tax regulations, tax incentives must be claimed by the Contractor on behalf of the City on a per order basis.

Prior to vehicle delivery, the Contractor must notify the Chief Procurement Officer in writing of all tax credits and other tax incentives allowable at the time of sale, with respect to each vehicle being delivered. All tax incentives, whether available on a Federal or State basis, available for each vehicle being delivered must be furnished by the Contractor in the form of a check payable to the City of Chicago. Amount of reimbursement to the City must be 80 percent of the tax incentive amount. Tax incentive payments must be forwarded to the City within 10 calendar days of the vendor's next tax filing.

The Contractor is wholly responsible for complying with Federal and State tax regulations and procedures necessary to apply for and receive these tax incentives.

Failure of Contractor to reimburse the City for available tax incentives is an event of Default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

4.26. DEPARTMENT OF POLICE SECURITY

As part of Police operations and security, the Contractor must obtain from the Chicago Police Department, Security Badges, for each of it's employees, Subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any City facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and Subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

1) Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.

2) Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

4.27. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

4.28. ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance of any delivery will not be considered as a waiver of any provision of these Specifications and will not relieve the Contractor of its obligation to supply satisfactory vehicles or equipment which conform to the Specifications, as shown by any test or inspections for which provisions are herein otherwise made.

4.29. NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this contract, then the City will notify the Contractor of that occurrence and this contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this contract are exhausted. No payments will be made to the Contractor under this contract beyond those amounts appropriated and budgeted by the City to fund payments under this contract.

4.30. CONFIDENTIALITY

1. Unless expressly agreed otherwise by the Commissioner in writing, all Deliverables (including but not limited to all drawings, documents, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Contractor in connection with this Agreement (collectively, AProject Data@) are property of the City and are confidential. Contractor agrees that, except as specifically authorized by the Commissioner in writing or as may be required by law, Project Data will be made available only to the Commissioner, his designees, and, on a need-to-know basis, Contractor=s employees and subcontractors. Contractor acknowledges that Project Data may contain information vital to the security of the airport. If Contractor fails to comply with this section, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration (AFAA@), or the Transportation Security Administration (ATSA@) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards.

2. Except as authorized in writing by the Commissioner, Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain.

If Contractor is presented with a subpoena or a request by an administrative agency regarding any Project Data which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give

notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before any Project Data are submitted to the court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

4.31. TERMINATION

The City may terminate this contract or any portion of the contract, at any time by a notice in writing from the City to the Contractor. The City will give notice to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the contract in full, all services to be provided under it must cease and all materials that may have been accumulated in performing this contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the termination date.

After the notice is received, the Contractor must restrict its activities, and those of its subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Proposal page, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed services. The payment so made to the Contractor is in full settlement for all services satisfactorily performed under this contract. If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision in the General Conditions.

If the City's decision to terminate this contract for default pursuant to the Default provision in the General Conditions is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Termination provision.

4.32. CONTRACTOR'S INSURANCE REQUIREMENTS

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

A. INSURANCE TO BE PROVIDED

1. Commercial General Liability (Primary and Umbrella).
   Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 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 insured's, defense, and contractual liability (with no limitation endorsement). **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 work.**

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

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

4. Garage Liability
   The Contractor must provide Garage Liability Insurance with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. 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 work.

5. Property
The Contractor is responsible for all loss or damage to City property including the vehicles or equipment full replacement cost while in Contractor's care, custody and control.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract 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 Contract 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 Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract 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.

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

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

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

The Contractor must require all 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 Contract.

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

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

4.33. SAMPLE INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____

Address: _____
(Number and Street)

_____
(City) (State) (ZIP)

Specification Number: 98480
Project Description: Police Vehicles
Purchase Order Number: _____

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the Contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the Contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability [ ] Claims made [ ] Occurrence [ ] Premises-Operations [ ] Explosion/Collapse Underground [ ] Products/Completed-Operations [ ] Blanket Contractual [ ] Broad Form Property Damage [ ] Independent Contractors [ ] Personal Injury [ ] Pollution				CSL Per Occurrence $ _____ General Aggregate $ _____ Products/Completed Operations Aggregate $ _____
Automobile Liability				CSL Per Occurrence $ _____
[ ] Excess Liability [ ] Umbrella Liability				Each Occurrence $ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability $ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				$ _____
Owner Contractors Protective				$ _____
Other				$ _____

a) Each insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.
c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
Department of Procurement Services
121 N. LaSalle St., #403
Chicago, IL 60602

Signature of Authorized Rep. _____

Agency/Company: _____

Address: _____

Telephone: _____

For City use only:

Name of City Department requesting certificate: (Using Dept.): Fleet Management

Policy Number:

Date Entered: 01/03/2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2011

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 Lucas Insurance Group, Inc. 4711 W Midlothian Turnpike #18 Crestwood, IL. 60445	CONTACT NAME: PHONE (A/C, No, Ext): (708) 389-8625 FAX (A/C, No): (708) 389-8630 E-MAIL ADDRESS: debbie@lucas-insurance.com
INSURED Metro Ford Sales & Service, Inc. 6455 S. Western Chicago, IL 60636	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		Y-630-913SC180	01/03/2012	01/03/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ $ $1,000,000 $1,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CA-1A020772	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			YSUCUP9135C100	01/01/2012	01/01/2013	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			YFUB-9010M06	01/01/2012	01/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Additional Insured applied to General Liability, Auto/Garage Liability, Umbrella follows form.
Additional Insured: City of Chicago

CERTIFICATE HOLDER	CANCELLATION
City of Chicago 121 N. LaSalle Street Chicago, IL. 60602	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

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5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

5.1. POLICY AND TERMS

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code will have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, national origin or sex, and will take affirmative action to ensure that women and minority businesses shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

The Chief Procurement Officer has established a goal of awarding not less than twenty-five percent (25%) of the annual dollar value of all non-construction contracts to certified MBEs and five percent (5%) of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to expend at least the percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs as stated on the Proposal Pages (City of Chicago RFQ) under the Compliance Type Description section that lists the MBE and WBE percentages (if any).

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractors MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

5.2. DEFINITIONS

"Area of Specialty" means the description of an MBE or WBE firm□s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm□s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract□s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

"Bidder" means any person or business entity that seeks to enter into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

c. Date, item and location for acceptance of subcontractor bid proposals;
d. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
e. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts' quote is excessively costly, the bidder/proposer must provide the following information:
   i. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
      a. A listing of all potential subcontractors contacted for a quotation on that work item;
      b. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

   ii. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
      a. The City's estimate for the work under a specific subcontract;
      b. The bidder/proposers own estimate for the work under the subcontract;
      c. An average of the bona fide prices quoted for the subcontract;
      d. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

2. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on **Attachment A** to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals.

Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt, email confirmation, or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer may contact the assist agency for verification of notification. This notification is to be sent to the assist agencies and NOT to the City.

3. Impracticability
   a. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications will include a statement of such revised standard.
   b. The requirements set forth in these Regulations do not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices, or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the

contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

5.5. PROCUDURE TO DETERMINE BID COMPLIANCE

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

Schedule C-1: Letter of Intent from MBE/WBE to Perform as subcontractor, Supplier and/or Consultant
A Schedule C-1 executed by the MBE/WBE (or Schedule B - Joint Venture subcontractor) **must be submitted with its bid** by the bidder for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid. The Schedule C-1 or a sheet attached to the Schedule C-1, must detail the commercially useful function that the subcontractor will be performing.

NOTE: When a facsimile copy or other copy of the Schedule C-1 has been submitted with the bid, an executed, original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within three (3) business days after the date of the bid opening

The Schedule C-1 must show any work that will be subcontracted to a lower tier vendor, listing the name of the vendor and attaching a brief explanation, description and pay item number of the work that will be subcontracted. (All post bid/proposal submissions must have original signatures on all documents

Letters of Certification
A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

Joint Venture Agreements
If the bidder's/proposer's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partners authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

Required Schedules Regarding DBE/MBE/WBE Utilization
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with the Section titled Regulations Governing Reductions To or Waiver of MBE and WBE Goals herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1.

The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1s. If a Schedule C-1 is submitted after the opening (see the above Section), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

In the case of one (1) time procurements of supplies with either single or multiple deliveries to be performed in less than one (1) year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments will be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice. (NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.") Final payments may be held until the Utilization Reports have been received.

During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be in no case less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due quarterly thereafter.

MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.

The Executive Director will be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

5.7. MBE AND WBE SUBSTITUTUIONS

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate a MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section 5, "Procedure to Determine Bid Compliance."
The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City 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 contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals."

5.8. NON-COMPLIANCE AND DAMAGES

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

Failure to satisfy the MBE/WBE percentages required by the contract; and
The contractor or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to

enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

5.9. ARBITRATION

In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

5.10. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three (3) years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

5.11. INFORMATION SOURCES

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

U.S. Small Business Administration
Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy,
Area Regional Administrator
(312) 353-7381

U.S. Small Business Administration
Bond Guarantee Program Surety Bonds
500 West Madison, Suite 1250
Chicago, IL 60661
Attention: Carole Harris
(312) 353-4003

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement Services
Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604
(312) 747-7778

Information on MBE/WBE availability in the manufacturing, sales or supplies and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council
1040 Avenue of the Americas, 2nd Floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
(312) 755-8880

5.12. ATTACHMENT A – ASSIST AGENCIES

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733, Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122, Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth, Chicago, IL 60643
Phone: (773) 928-2225, Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899, Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167, Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880, Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800, Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611, Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122, Fax: (312) 360-0239
Web: www.fwcchicago.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000, Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue, Chicago, IL 60619
Phone: (773)994-5006, Fax: (773)994-9871
Web: www.cbaworks.org

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211, Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners Chicago Chapter
230 E. Ohio, Suite 400, Chicago, IL 60611
Phone: (312) 224-2605, Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street, Chicago, IL 60615
Phone: (773) 256-2781, Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010, Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500, Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE) Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250, Fax: (708) 366-5418
Web: www.wcoeusa.org

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910, Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500, Fax: (312) 425-9510
Web: www.ihccbusiness.net

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450, Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chicago, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated
Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301, Fax: (312) 432-0077
Web: www.uno-online.org

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477, Fax: (312) 853-0145
Web: www.wbdc.org

5.13. ATTACHMENT B – SAMPLE FORMAT FOR REQUESTING ASSIST AGENCY COMMENTS ON BIDDER'S REQUEST FOR REDUCTION OR WAIVER OF MBE/WBE GOALS

On Bidder/Proposer's Letterhead – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 98480
Project Description: Police Vehicles

Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____

_____

_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/ Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

c. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

_____
_____
_____

d. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

_____
_____
_____

e. Provide copies of all written agreements between venturers concerning this project.

f. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

_____
_____
_____

7. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

a. Joint venture check signing:

_____
_____
_____

b. Authority to enter contracts on behalf of the joint venture:

_____
_____
_____

c. Signing, co-signing and/or collateralizing loans:

_____
_____
_____

d. Acquisition of lines of credit:

_____
_____
_____

e. Acquisition and indemnification of payment and performance bonds:

_____
_____
_____

f. Negotiating and signing labor agreements:

_____
_____
_____

g. Management of contract performance. (Identify by name and firm only):

i. Supervision of field operations: _____
ii. Major purchases: _____
iii. Estimating: _____
iv. Engineering: _____

8. Financial Controls of joint venture:
   a. Which firm and/or individual will be responsible for keeping the books of account?
   _____

   b. Identify the managing partner, if any, and describe the means and measure of their compensation:
   _____
   _____
   _____

   c. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?
   _____
   _____
   _____

9. State the approximate number of operative personnel (by trade) needed to perform the joint ventures work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture

Note: If any personnel proposed for this project will be employees of the joint venture:
Are any proposed joint venture employees currently employed by either venturer? Currently employed by non-MBE/WBE _____ (number) Employed by MBE/WBE _____

Identify by name and firm the individual who will be responsible for hiring joint venture employees:
_____

Which venturer will be responsible for the preparation of joint venture payrolls:
_____

Please state any material facts of additional information pertinent to the control and structure of this joint venture.
_____
_____
_____

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint ventures work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____	_____
Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
_____	_____
Signature of Affiant	Signature of Affiant
_____	_____
Name and Title of Affiant	Name and Title of Affiant
Date _____	Date _____

On this _____ day of, 20___, the above-signed officers

Names of affiants: _____,

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature: _____

(Seal)
Commission Expires: _____

5.15. **SCHEDULE C-1: LETTER OF INTENT FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

ALL SCHEDULE C-1s MUST BE SUMMITTED AT THE TIME OF BID SUBMITTAL

Project Description: Police Vehicles
Specification Number: 98480

From: Chicago Parts & Sound, LLC (Name of MBE or WBE Firm) MBE: Yes X No ___ WBE: Yes X No ___

To: Metro Ford (Name of Prime Contractor) and the City of Chicago:

The undersigned is prepared to perform the following services or supplies in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Police and Emergency Vehicle up-fitting service including sales of component parts and installation services of specified equipment.

The above described performance is offered for the following price and described terms of payment:

$At least 25% of the Contract Value net of sub-contracts noted below% Payment is due the sooner of 10 days of vehicle completion or upon payment by the City of Chicago to contractor

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

2.5 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

4.5 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach an explanation and description of the services of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE — Date: 1/26/12.

Name AND Title (print): Jackie Lederer, President

630-350-1503 (Phone Number) — Jackie@clickncps.com (Email Address)

ALL SCHEDULE C-1s MUST BE SUMMITTED AT THE TIME OF BID SUBMITTAL

CPS COMPANIES
CHICAGO PARTS & SOUND, LLC

December 15, 2011

Attached to and made a part of "Schedule C-1" of like date.

Chicago Parts & Sound, LLC (CPS) proposes to provide the vehicle up-fitting services as specified in Specification #98480. Such services include providing the following:

- Bid Line 1 Dome Light, Trunk Tray, Rustproofing and Undercoating
- Bid Lines 7 through 13 – All items specified
- Bid Lines 15 through 21 – All items specified
- Bid Line 22 Dome Light, Rustproofing and Undercoating
- Bid Lines 28 through 34 – All items specified
- Bid Lines 36 through 43 – All items specified

We anticipate that CPS participation will be at least 25% of the total contract value net of sub-contracts noted below. Our terms of payment require payment in full the sooner of 60 days of vehicle completion or upon payment by City of Chicago to Contractor.

Sub-Contracting Levels:

- 2.5% of the dollar value of our services may be sub-contracted to non-MBE/WBE subcontractors as follows:
  - Ziebart – rust proofing and undercoating services
  - Vendor TBD – Vehicle painting services specified in Bid Line 41
    - It is likely that this work will be performed by Kerry's Auto Body, Inc. which is a Registered WBE with City of Chicago

- 4.5% of the dollar value of our services will be sub-contracted to MBE/WBE subcontractors as follows:
  - J. Palumbo, Inc. dba A Personnel Commitment – WBE Registered
    - For Temporary Personnel including Installation Technicians, Supervisors, and Clerical Support

We have included original C-1 Form from J. Palumbo, Inc. to be treated as direct participation on this proposal.

Jackie Lederer, President

Chicago Parts & Sound, LLC
CPS Uni-Sun
1150 Lively Blvd. Elk Grove Village, IL 60007
Tel 630.350.1500 Fax 630.350.0178

CPS Michigan
1909 Thunderbird Dr Troy, MI 48084
Tel 248.269.9106 Fax 248.269.8793

PDS
8940 West 192nd St. Suite O
Tel 708.478.7711 Fax 708.478.7714

Jan 30 12 03:42p 1-815-401-5954 p.5

CITY OF CHICAGO
OFFICE OF COMPLIANCE

January 31, 2011

Jacqueline M. Lederer
Chicago Parts & Sounds, LLC DBA CPS Companies / CPS Michigan
635 Wheat Lane
Wood Dale, IL 60191-1128

Annual Certificate Expires: January 31, 2012

Dear Jacqueline M. Lederer:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** and a **Woman Business Enterprise** by the City of Chicago. This certification is valid until February 1, 2013; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by **January 31, 2012.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **November 30, 2011.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty

5.15. SCHEDULE C-1: LETTER OF INTENT FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

ALL SCHEDULE C-1s MUST BE SUMMITTED AT THE TIME OF BID SUBMITTAL

Project Description: Police Vehicles
Specification Number: 98480

From: J. Palumbo Inc D/B/A A Personnel Commitment MBE: Yes ___ No X
(Name of MBE or WBE Firm) WBE: Yes X No ___

To: CHICAGO PARTS & SOUND, LLC. and the City of Chicago:
(Name of ~~Prime~~ Contractor)

The undersigned is prepared to perform the following services or supplies in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Recruit, interview and supply temporary workers to support Police and Emergency Vehicle up-fitting service.

The above described performance is offered for the following price and described terms of payment:

$ At least 1.5 % of the total cost of the complete vehicle. %

Payment for services provided is due weekly

SUB-SUBCONTRACTING LEVELS
A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WB
MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE sul
contractors.

NOTICE: If any of the MBE or WBE scope of work will
attach an explanation and description of the services of the w
not be given for work subcontracted to non-MBE/WBE c
Conditions Regarding Minority Business Enterprise Commitme

The undersigned will enter into a formal written agreement fc
conditioned upon your execution of a contract with the City
receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQ

Jil Ann Palumbo, Presi
Signature of Owner, President or Authorized Agent of MBE or WBE

Jil-Ann Palumbo, President
Name AND Title (Print)

312-251-5151 jilann
Phone Number Email Address

Total Cost of Contract (City & Prime)

T.co

ALL SCHEDULE C-1s MUST BE SUMMITTED.

CITY OF CHICAGO

OFFICE OF COMPLIANCE

December 14, 2011

Jil-Ann Palumbo
A Personnel Commitment DBA J. Palumbo, Inc
223 West Jackson Blvd. Suite 1220
Chicago, IL 60606-6908

Annual Certificate Expires: January 1, 2013

Dear Jil-Ann Palumbo:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **January 1, 2014.**

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **January 1, 2013.** Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

HUMAN RESOURCES CONSULTING, EMPLOYMENT AGENCIES AND TEMPORARY HELP SERVICES AND STAFFING

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Michael Chambers
Senior Compliance Officer

of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

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

Automotive Parts & Accessories Distributor and Supplier; Automotive Installation/Repairs of Electronics; Audio/Video

Your firm's participation on City contracts will be credited only toward **MBE and WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott
Acting Managing Deputy

CITY OF CHICAGO

OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	11/21/2011 4:05:18 PM
To:	Chicago Parts Sound, Llc	Fax:	(630) 350-0178
	Jacqueline M Lederer	Phone:	(630) 350-1500

Certification Application Submitted

Applicant: Chicago Parts Sound, Llc
Certifying Agency: City of Chicago
Application Type: MBE/WBE/BEPD No Change Affidavit
Application Number: 2324066
Contact: Jacqueline M Lederer
Date Started: 11/21/2011
Date Submitted: 11/21/2011

Dear Jacqueline M Lederer,

Thank you for submitting your application on 11/21/2011 Your certification application number is 2324066. Please reference this number in all correspondence.

It will next be received by the organization and assigned to a staff person for review

To view your application, visit: https://chicago.mwdbe.com/?GO=677

If you have any questions please email us at chicago@mwdbe.com

City of Chicago
Office of Compliance
https://chicago.mwdbe.com/

5.16. SCHEDULE D-1: AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

A SCHEDULE D-1 MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL.

Project Description: Police Vehicles
Specification Number: 98480

State of Illinois

County (City) of Chicago Cook County

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

METRO FORD SALES & SERVICE, INC
Name of Bidder

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms
(Note: The bidder shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

A. If bidder is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder as a MBE satisfies the MBE goal only. Certification of the bidder as a WBE satisfies the WBE goal only.)

B. If bidder is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE subcontractors/Suppliers/Consultants:

1. Name of (MBE)/WBE: Chicago Parts & Sound, LLC
   Address: 1150 Lively Blvd, Elk Grove Village, IL 60007
   Contact Person: Jackie Leder
   Phone: 630-350-1500
   Dollar Amount Participation: $
   Percent Amount of Participation: 25% %
   Schedule C-1 attached? Yes X No ____ *

2. Name of MBE/WBE: J. Palumbo, Inc. DBA A Personnel Commitment

Address: 223 W. Jackson Blvd., Suite 1220, Chicago, IL 60606

Contact Person: Jill-Ann Palumbo

Phone: 312-251-5151

Dollar Amount Participation: $_____

Percent Amount of Participation: 4.5% %

Schedule C-1 attached? Yes _____ No _____ *

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

4. Name of MBE/WBE: _____

Address: _____

Contact Person : _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Schedule C-1 attached? Yes _____ No _____ *

6. Attach additional sheets as needed.

All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within ten (10) calendar days after bid opening (or proposal due date.)

II. Indirect Participation of MBE/WBE Firms

(**Note:** This section does need not to be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Schedule C-1 attached? Yes _____ No _____ *

B. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Sch. C-1 attached? Yes _____ No _____ *

C. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Sch. C-1 attached? Yes _____ No _____ *

D. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Sch. C-1 attached? Yes _____ No _____ *

E. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Sch. C-1 attached? Yes _____ No _____ *

F. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within ten (10) calendar days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. **MBE Proposal**

MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
Chicago Parts & Sound LLC	$_____	25 %
_____	$_____	_____ %
_____	$_____	_____ %
Total Direct MBE Participation	$_____	_____ %

MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
_____	$_____	_____ %
_____	$_____	_____ %
_____	$_____	_____ %
Total Indirect MBE Participation	$_____	_____ %

	Dollar Amount	Percent
Total MBE Direct and Indirect Participation	$_____	25 %

B. **WBE Proposal**

WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
A Personnel Commitment DBA J. Plumbing Inc	$_____	4.5 %
_____	$_____	_____ %
_____	$_____	_____ %
Total Direct WBE Participation	$_____	_____ %

WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
_____	$_____	_____ %
_____	$_____	_____ %
_____	$_____	_____ %
Total Indirect WBE Participation	$_____	_____ %

	Dollar Amount	Percent
Total WBE Direct and Indirect Participation	$_____	4.5 %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Marjorie Urnaza

Phone Number: 708 - 203-1230

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of affiant: Marjorie Urnaza Date: 12/20/11

State of Illinois

County of Cook

This instrument was acknowledged before me on 12/20/11 (date)

by Marjorie Urnaza (name /s of person/s)

as Fleet Manager (type of authority, e.g., officer, trustee, etc.)

of Metro Ford Sales & Service, Inc. (name of party on behalf of whom instrument executed)

Notary Public Signature: Sandra L. Kruger

(Seal) "OFFICIAL SEAL"
SANDRA L. KRUGER
Notary Public, State of Illinois
My Commission Expires: 03/05/2014

A COMPLETED SCHEDULE D-1 MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL.

5.17. DBE/MBE/WBE UTILIZATION REPORT

NOTICE: **THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION.** IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.

Contract Administrator: _____ **Project Description:** Police Vehicles

Phone Number: _____ **Specification Number:** 98480

Date of Award: _____ Contract Number: _____

Utilization Number: _____

STATE OF: (_____) COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title – Print or Type)

and duly authorized representative of _____
(Name of Company - Print or Type)

(Address of Company) ( ) (Phone)

and that the following Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

DBE/MBE/WBE Firm Name	Indicate Type of Firm (DBE/MBE/WBE)	Amount of Contract	Amount Paid To-Date
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____

Amount Billed to City: $ _____ Amount Paid to Prime Contractor:$ _____

For each DBE/MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

DBE/MBE/WBE Name	Description of Work/Services And/or Goods Provided
Chicago Parts & Sound, LLC (MBE)	Bid Line 1 - Dome Light, Trunk Tray, Rust proofing & Undercoating. Bid Lines 7 through 13 - All items specified. Bid Lines 15 through 21 - All items specified. Bid Line 22 - Dome Light, Rust proofing & Undercoating Bid Lines 28 through 34 - All items specified. Bid Lines 36 through 43 - All items specified.
J. Palumbo, Inc. DBA A Personnel Commitment (WBE)	For Temporary Personnel including Installation Technicians Supervisors, and Clerical Support.

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 contractor, to make this affidavit.

Name of Contractor: METRO Ford Sales & Service, Inc
(Print or Type)

Signature: Marjorie Urraza
(Signature of Affiant)

Name of Affiant: Marjorie Urraza
(Print or Type)

Date: 12/20/11
(Print or Type)

State of Illinois

County (City) of Cook

This instrument was acknowledged before me on 12/20/11 (date)

by Marjorie Urraza name/s of person/s)

as Fleet Manager (type of authority, e.g., officer, trustee, etc.)

of Metro Ford Sales & Service Inc. (name of party on behalf of whom instrument was executed).

Notary Public Signature: Sandra L Kruger

(Seal)

"OFFICIAL SEAL"
SANDRA L. KRUGER
Notary Public, State of Illinois
My Commission Expires 03/05/2014

Commission Expires: 3/5/2014

6. DETAILED SPECIFICATIONS

6.1. SCOPE

The Contractor must furnish and deliver new, current model Police Vehicles, complete and ready to operate, as specified, F.O.B., City of Chicago, Department of Fleet and Facility Management.

The Contractor must furnish and deliver F.O.B, Contractor's shop, all necessary labor, materials, parts, accessories, assemblies, and/or components either in conjunction with non-warranty repair services or separately for various Police Vehicles purchased under this Contract, in accordance with the terms and conditions of this specification

All specified requirements are minimum requirements unless stated otherwise.

6.2. LICENSED NEW VEHICLE DEALER

When required by the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101, the Bidder must be a licensed vehicle dealer in accordance with the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101. **Bidder must provide a copy of current Registration for Authority to Deal in Vehicles issued by the Illinois Secretary of State with the bid.** Failure to obtain the required licenses may cause the bids to be rejected as non-responsive.

Bidder must be licensed by the Illinois Secretary of State to deal in the specific make of vehicle proposed. If, at the time of the submission of its bid, the Bidder is not registered to deal in the specific make of vehicle proposed, Bidder has until 30 days after the bid opening date to obtain the required documentation and submit it to the City.

If the proposed unit is manufactured in stages, bidder either must be registered to deal in the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle) or must be registered to deal in the specific make manufactured by the final-stage manufacturer. In cases where the bidder is registered to deal in the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle), the bidder or bidder's subcontractor must be registered to deal in the specific make manufactured by the final-stage manufacturer. If the bidder is registered to deal in the specific make manufactured by the final-stage manufacturer, bidder or bidder's subcontractor must be registered to deal in the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle). **In all cases, bidders must provide documentation of current Registration for Authority to Deal in Vehicles both specific to the make of vehicle proposed** (as the incomplete vehicle portion of the proposed vehicle) **and specific to the make manufactured by the final-stage manufacturer;** the required, current registration may be issued to and furnished by the bidder and its subcontractor or by the bidder alone, but not to subcontractor(s) alone. Bidder must provide documentation of current registration both for the specific make of vehicle proposed and for the proposed specific make manufactured by the final-stage manufacturer. If, at the time of the submission of its bid, the Bidder is not registered to deal for both the specific make of vehicle proposed and for the proposed specific make manufactured by the final-stage manufacturer, Bidder has until 30 days after the bid opening date to obtain the required documentation.

Bidders not located in Illinois must provide with their bid all such registration / license documentation from their state in lieu of documentation from the Illinois Secretary of State.

Bidders will not be required to be licensed vehicle dealers and will not be required to furnish Registration for Authority to Deal in Vehicles where not required by the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101, when proposing only units that are exempt from the requirements of the Illinois Motor Vehicle Code for dealer licensing and certificates of title.

6.3. MANUFACTURER, MANUFACTURER'S AUTHORIZED DEALER / DISTRIBUTOR

The Contractor must be the manufacturer or an authorized dealer or distributor of the proposed vehicles or equipment, provide documentation of same with its bid or upon the request of the Chief Procurement Officer, and be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. Proof of ability to transfer product warranties to the City of Chicago is to be submitted with bid documents, if applicable.

For vehicles manufactured in stages, bidders must be either the manufacturer or an authorized dealer or distributor of the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle) or

must be either the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer. If the bidder is the manufacturer, authorized dealer or authorized distributor of the specific make of vehicle proposed, bidder or bidder's subcontractor must be either the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer. If the bidder is the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer, bidder or bidder's subcontractor must be either the manufacturer or an authorized dealer or distributor of the specific make of vehicle proposed.

6.4. SUBSTITUTIONS AND EXCEPTIONS

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to indicate to prospective bidders those product(s) that have been deemed by the City to be satisfactory. The bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the City.

A bidder that chooses to respond to this solicitation for bids with alternate product(s) from those specified in the solicitation, must identify such alternate items with its bid with a detailed explanation and documentation in support of how the alternate items proposed by the bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes:

Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:

1. Product identification, including manufacturer's name and address
    a. Manufacturer's literature identifying:
    b. Product description
        i. Reference standards
        ii. Performance and test data
        iii. Samples, as applicable
    c. Name and address of similar projects on which the product has been used, and date of usage.
2. Itemized comparison of the proposed alternate item with product or service specified; listing significant variations.

A bidder warrants and represents that in making a formal request for substitution with alternate items that:

1. The proposed alternate item is equivalent to or superior in all respects to the product specified,
2. The same warranties and guarantees will be provided for the alternate item as for the product specified.

The Chief Procurement Officer may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the solicitation. An alternate item that the Chief Procurement Officer determines not to be equivalent to the specified item shall render the bid non-responsive and the Chief Procurement Officer will reject the bid.

If a bidder takes exception to other provisions of the specification, the Chief Procurement Officer may reject the bid as non-responsive in the event that the Chief Procurement, in his or her sole opinion, determines such exception(s) to be material exception(s).

6.5. TRAINING/TECHNICAL ASSISTANCE

The Contractor must furnish professionally conducted training sessions to the extent described below. This training will be provided by the Contractor as a portion of the Contract, at no additional cost to the City.

For each unit delivered, the Contractor must train City personnel in the proper, safe operation of the unit and any auxiliary items for a minimum period of three hours. This training will be conducted by knowledgeable, experienced personnel, at the facility of the using department.

In addition, for each unit delivered, the Contractor must train City trades technicians in the most efficient methods of diagnosing, troubleshooting, maintaining and repairing the unit and any auxiliary items for a minimum period of

four hours. This training will be conducted by knowledgeable, experienced personnel, at the facility of the using department.

6.6. STANDARD PRODUCT

Experimental Police Vehicles will not be acceptable. Any Police Vehicles which are not produced by regular production methods and/or are not offered for sale to the fleets through accepted industry trade channels at the time of the offering of this bid, will be considered experimental. The Chief Procurement Officer reserves the right to determine what constitutes experimental equipment.

Hybrids and/or combinations of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that any Police Vehicles to be furnished is commercially available through the proposed manufacturer to the trade and has been fully field tested to the satisfaction of the Chief Procurement Officer.

6.7. GENERAL CONSTRUCTION

The Police Vehicles furnished will be the manufacturer's latest models. Appurtenance and/or accessories not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery will be included. The Police Vehicles will conform to the best practices known to the trade in strength, quality of material and workmanship and be subject to this specification in full. The specification will be construed as minimum. Should the manufacturer's current published data or standard package exceed this, it will be considered minimum and will be furnished. The City reserves the right to waive or make exceptions to this requirement if it be to the City's best interest.

6.8. EQUIPMENT, COMPONENT AND DIMENSIONAL DATA

Under this agreement, the Contractor is required to assemble and furnish to the Department of Fleet and Facility Management a detailed list of information (approximately 150 data items) related to the specified Police Vehicles, the component parts and mounted equipment, no later than fifteen (15) calendar days prior to scheduled delivery date. Such information must be furnished by completing a "VMART Tech. Spec. Item Form", a copy of which may be obtained from the Department of Fleet and Facility Management, Technical Services Division; (312) 744-4300.

Any and all costs involved in providing the requested information must be anticipated by the Contractor, and incorporated into the bid pricing. The Contractor will not be entitled to any additional compensation from the City as a result of this provision.

6.9. CLEAN AIR ACT

The Contractor must comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, Contractor must comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. Contractor must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

6.10. WARRANTY

The specified Police Vehicles and all mounted/furnished equipment must be warranted against defective design, material or workmanship for the minimum periods listed in the Bid Data Pages Warranty Section or one year, whichever is greater.

Any repairs made by the Contractor during the respective warranty period must in turn be warranted for a period of three (3) months from the date of their completion, or until the end of the original coverage period, whichever is later.

Chronic defects in design, material and workmanship as warranted herein must be rectified in all units furnished under these specifications. Chronic defects, for purposes of this warranty, must be defined as defects of a similar nature which occur in more than three (3) [or ten percent (10%) of the quantity, whichever is greater] of the units furnished under these specifications.

The City may avail itself of the manufacturer's standard (or "no cost" incentive) warranty, or any provision thereof, in lieu of the warranty outlined herein, if deemed to be in the best interests of the City.

The Contractor must have factory warranty authorization, factory trained mechanics and adequate shop facilities, tools, parts and service facilities in the Chicago Metropolitan area (as determined by the City) to service the chassis in his own shop during the warranty period.

In addition, the manufacturer(s) or installer(s) of the mounted equipment and/or accessories furnished by the Contractor under this specification must employ sufficient trained personnel and maintain adequate shop facilities, service facilities and parts inventories within the Chicago Metropolitan area to service/repair the subject equipment/accessories throughout their warranty period.

For repair parts and services, the Contractor must warrant for a period of 90 days from the date of final acceptance (i.e. the date the unit is returned to the City) all parts and services, that it will, at its own expense and without any cost to the City of Chicago, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The Contractor must provide copies of standard warranties that will be used in the regular course of business for service repairs. Warranties will not commence until the vehicle is accepted by the Department of Fleet and Facility Management and placed into service. The Contractor will be responsible for the warranty of all parts and labor, regardless of whether the parts/and/or labor was provided by subcontractors.

The Contractor must furnish a warranty for the items and services provided under this Contract in accordance with the standard warranty regularly supplied. Exceptions to this warranty will be damage or loss due to theft, vandalism, or accidental occurrences outside the Contractor=s control.

In the event that any such repair fails to endure this minimum period, the City may elect to repair the unit in-house on an Aemergency basis@, and/or the Contractor will replace the subject part(s) and/or furnish the necessary labor to make good the subject repair at no additional cost to the City.

When only labor is furnished by the Contractor to complete a work order, the Contractor will warranty the work for a minimum period of 90 days.

Also, in the event that the repair(s) fail to endure this minimum warranty period, the Contractor will incur all costs in transporting the unit back to the maintenance location, and returning it to the City after the warranty repair is completed.

6.11. PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct it operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

6.12. CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

6.13. PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of

the Contractor or of its employees, or on the part of the Contractors subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

6.14. QUALITY OF WORKMANSHIP AND MATERIALS

Standards of Performance

The Contract will perform or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill care and diligence normally exercised by experienced Contractors performing work in projects of a scope and magnitude comparable to this project. The Contractor will use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor will at all times, act in the best interest of the City. The contractor will perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the City.

Correction of Work

The Contractor when directed in writing by the Commissioner, will promptly remove, re-perform or correct all Work identified to be defective or as failing to conform to the standards set forth above or in the Contract Documents, whether observed before or after completion of the Contractor's Work and whether or not installed or completed. The Contractor will bear all costs of correcting such defective or nonconforming Work, including costs associated with removing any nonconforming Work and installing corrected Work and compensation for any additional services made necessary thereby.

Failure to Proceed with Directed Work

In case of failure on the part of the Contractor to execute Work ordered, in writing, by the Commissioner, the Commissioner may, at the expiration of a period of forty-eight (48) hours, request the Chief Procurement Officer to give notice, in writing, to the Contractor and proceed to execute such Work as may be deemed necessary and the cost thereof, will be deducted from compensation due or which may become due the Contractor under this Contract.

6.15. WORK PERFORMED AT CITY FACILITY

1. Employees

   The Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of work required under this contract.

2. Character of Workers

   The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the work and will not employ such employee again for the work under this Contract, except with the written consent of the Commissioner. The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any work to be performed under this Contract.

   The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

3. Uniforms

   The Contractor's employees or subcontractors are required to wear suitable uniforms, during the time they are on duty on any City property.

   The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any City property.

   The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

4. Use of City Facilities

The Contractor must inform the Commissioner of the Department of Fleet and Facility Management or authorized representative of the use of City facilities, such as telephones.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

Use of City telephones, equipment or other apparatus at City facilities is prohibited without the prior approval of the Commissioner of the Department of Fleet and Facility Management. While on City premises, the Contractor must not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas.

6.16. WORK IN PROGRESS

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Department of Water Management.

6.17. QUALITY CONTROL

The Contractor must utilize industry-recognized standards and procedures to assure that a satisfactory level of quality control are maintained in all stages of the manufacturing, assembly and installation process. Employees of the Department of Procurement Services and the DEPARTMENT OF FLEET AND FACILITY MANAGEMENT or agents acting on behalf of the City, accompanied by such City personnel will have open access to all areas/ facilities in order to ensure that proper quality control standards are being met.

6.18. DESIGN AND CONSTRUCTION PRACTICES

The Police Vehicles and any/all assemblies, subassemblies, component parts, etc., must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Where applicable, the vehicles or equipment must conform to the standards established by Military Specifications, the Society of Automotive Engineers, Federal Aviation Administration or the Federal Motor Safety Standards. Assemblies, sub-assemblies, component parts, etc., must be standard and interchangeable throughout the entire quantity of units purchased under this document. Assemblies, sub-assemblies, component parts, etc., that are obsolete or approaching obsolescence due to material, design changes or improvements will not be acceptable, and will be subject to replacement with current assemblies, sub-assemblies, component parts, etc.

The Police Vehicles furnished by the Contractor under this Specification must also comply with all applicable Federal OSHA, State of Illinois and local laws/acts, ordinances in effect at the time of delivery.

The Police Vehicles must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The Police Vehicles must be designed to permit accessibility to all major lubrication and maintenance points with minimal disturbance of other components or assemblies.

Where "heavy-duty" items are required by this Specification, the term will be understood to define items which exceed the quality, capacity, durability and/or quantity of those items normally supplied with a standard production unit.

No dealer advertising labels may be affixed to a unit when delivered to the City.

6.19. SPECIAL REQUIREMENTS FOR AUXILIARY ELECTRICAL EQUIPMENT

When any auxiliary electrical items are required by the specifications, a fuse or junction box suitable for connection of the auxiliary equipment required must be installed in a location subject to approval by the Department of Fleet and Facility Management, Automotive Engineering Section. Junction box must include fused circuits sufficient to accommodate the required auxiliary equipment. Fuses connected to constant power must be connected directly to the chassis battery with a continuous run of 8-gauge marine-rated wire. An appropriately sized waterproof circuit breaker with test button and swing-out reset switch must be installed in the main lead within 12" of the battery.

Each relay and fuse added to power auxiliary equipment must be clearly and permanently labeled with the function it controls. Each fuse must be sized as necessary to match circuit demands and component-manufacturer recommendations; each fuse must be rated to effectively protect its circuit.

All auxiliary equipment wiring, including wiring in the engine compartment and in the passenger compartment, must be enclosed in suitably sized wire loom. All wiring must be continuous lengths with soldered and heat-shrink-wrapped connections and must include service loops of slack wire, neatly stowed, at each end, in lengths sufficient to permit removal and service of all electronic equipment without cutting or disconnecting wires.
Any opening cut in metal must be appropriately sized and must be fitted with a grommet to protect wiring and filled with silicon to seal out weather and noise.

In all cases, installation of auxiliary equipment must be done in a professional manner, following the requirements and guidelines of all involved auxiliary-equipment manufacturers and, where more restrictive, applicable industry (NEMA and SAE) standards and best practices.

Installations must be consistent from vehicle to vehicle furnished by the Contractor under this Specification, including such details as operation, wire colors and wire routing. Readable, electronically printed wiring diagrams showing the consistent installation methods must be furnished at time of delivery for each model year and equipment configuration furnished by the Contractor under this Specification.

Wiring must not pass within 3" of exhaust system components. Wiring installed from 3" to 6" of exhaust system components must be heat shielded.

References to LED light-module part numbers as examples is intended to demonstrate the configuration, functionality and light output, including off-axis light output, required by this specification.

6.20. MANUALS, CERTIFICATES, APPLICATIONS, ETC.

All manuals must be provided in English. One (1) operator's manual, hard copy, must be provided with each vehicle purchased. One (1) operator's manual, hard copy, for each installed aftermarket accessory must also be provided with each vehicle purchased.

Technical Service Bulletins (TSBs) must be forwarded directly to the Department of Fleet and Facility Management as they are issued.

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish the Department of Fleet and Facility Management, attention Kevin Campbell, 1685 N. Throop Street, Chicago, IL 60642 with the following items for each unit being delivered: Certificate of Origin and line-set sheet; Odometer Statement (in addition to odometer disclosure on Certificate of Origin), and applicable warranty certificate(s).

Completed Illinois Department of Revenue Form #ST556 (for Illinois suppliers) or RUT-25 (for out-of-state suppliers) must be provided a minimum of 48 hours prior to delivery. Forms can be obtained from the Illinois Department of Revenue by calling (800) 356-6302.

Completed Application for Vehicle Title and Registration Form #VSD-190 must be provided a minimum of 48 hours prior to delivery. Forms can be obtained from the Illinois Secretary of State by calling (217) 782-7132.

NOTE: The above listed documents must indicate the "CITY of CHICAGO" as the owner of the vehicle. The assigned unit number and the respective department name must also be indicated on all documents, in the appropriate places.

No vehicle / equipment deliveries will be accepted unless the Contractor has fulfilled all of the above listed requirements.

6.21. MEETINGS AND INSPECTIONS

A Contract award conference will be held at the Fleet Management / Police Department facility at 5219 S. Wentworth Ave, Chicago, Illinois, prior to the Contractor placing orders for the proposed vehicles and any additional items. This meeting must be attended by the Contractor's representatives to view the present police vehicles and to discuss construction techniques and particular component placement. The Contractor's representatives must have the full authority to provide binding decisions on the Contractor's behalf.

For each purchase order release that includes police-equipment-type additional items, a pre-upfit conference must be held before the start of installation of the additional items. This conference must be held at the facility where the installation of the additional items is to be completed. Three representatives of the using department, one representative of the Office of Emergency Management and Communication and two representatives of the Department of Fleet and Facility Management will attend this conference, which must last a minimum of four hours or longer as needs dictate. The expense of appropriate travel, lodging, and meals for this conference must be borne by the Contractor.

For each purchase order release that includes police-equipment-type additional items, a pre-delivery Conference must be held prior to the vehicles being shipped from the facility where the installation of the additional items is completed. At the time of this conference, a minimum of one vehicle of each configuration of additional items specified on the release must be substantially complete and ready for inspection and approval. Three representatives of the using department, one representative of the Office of Emergency Management and Communication and two representatives of the Department of Fleet and Facility Management will attend this conference, which must last a minimum of four hours or longer as needs dictate. The expense of appropriate travel, lodging, and meals for this conference must be borne by the Contractor.

For purpose of travel expenses, travel to and from the meetings by Chicago Police Department and Fleet Management personnel shall be by automobile up to a maximum of 200 road miles from the Fleet Management Facility, 5219 S. Wentworth Ave, Chicago, Illinois. If travel is required in excess of 200 road miles, personnel must travel by commercial airlines with a 14-day notice prior to the meeting date.

6.22. LITERATURE / DATA

The Contractor must submit 3 copies of each of the following informational items with the bid, or upon the request of the Chief Procurement Officer or a designee:

1. Current published literature describing the proposed vehicles;
2. Current published literature describing the unit frame, axles, engine and all drive-train components;
3. EPA fuel-economy listing, showing the rating of the proposed vehicles equipped as specified herein.
4. Manufacturer's written statement that its current plans are to provide production of the proposed model in a design substantially similar to that proposed throughout model years 2012 through 2017 at minimum. Statement must be a copy of a publicly available statement, a letter on company letterhead or other document, subject to the approval of the Chief Procurement Officer. Statement may acknowledge that current plans may change due to vehicle updates, vehicle availability, changes in manufacturer's plans during the term of the contract or for any other reason.

6.23. REPAIR AND SERVICE CENTER QUALIFICATIONS

6.23.1. The Contractor or an authorized subcontractor must, at the time of bid submission, provide resources capable of servicing City owned equipment specifically listed within these Proposal Pages, as follows:

6.23.2. The Contractor or authorized subcontractor must operate an established automotive, truck or equipment service center located within approximately thirty road miles of Fleet Management's facility at 1685 N. Throop Street, Chicago, IL 60642.

6.23.3. The Contractor or an authorized subcontractor must maintain during the term of this contract and any extension of it an adequate staff of competent personnel that are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the contracted services.

6.23.4. All repairs performed under this contract must be performed by qualified technicians thoroughly trained and certified by an appropriate nationally recognized institution or organization. Repair services will be performed in a workmanlike manner; using industry accepted practices and established manufacturer procedures.

6.23.5. Contractor or an authorized subcontractor must possess the ability to transfer product warranties to the City of Chicago, if applicable.

6.23.6. The City of Chicago reserves the right to inspect any facility proposed to ensure that it meets the stated requirements. Certifications and other documents verifying compliance with requirements must be submitted with the bid. The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

6.24. SERVICE AND REPAIRS OF MAJOR COMPONENTS AND SUB-SYSTEMS

6.24.1. The City reserves the right to direct service and/or repair work to the Contractor for any major component or sub-system of a vehicle/unit (engine, transmission, hydraulics, etc.) for which the Contractor or subcontractor is qualified to service, regardless of the make of the vehicle/unit. Such service/repairs are to be billed at the contracted hourly rate.

6.25. INVENTORY/LEAD TIME

6.25.1. The Contractor or an Authorized Subcontractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any parts which are required for repairs of vehicles or equipment within seventy-two hours after receipt of a City department's order. In lieu of the inventory, the Contractor or an Authorized Subcontractor must be able to arrange such prompt delivery.

6.25.2. In addition, any vehicles delivered to the Contractor or an Authorized Subcontractor for repair services must be returned to the City within three (3) business days, unless otherwise authorized by the Commissioner of the Department of Fleet and Facility Management or his authorized representative.

6.25.3. Repeated failures of the Contractor or an Authorized Subcontractor to meet the stated delivery requirements may be used by the City as grounds for the termination of this contract, and may further affect the Contractor's eligibility for future contract awards.

6.25.4. The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

6.26. TURN AROUND TIME

6.26.1. Any vehicle which has been delivered to the Contractor or an Authorized Subcontractor for repairs will be returned within three business days, unless otherwise authorized by the Commissioner of the Department of Fleet and Facility Management or an authorized representative.

6.26.2. The Contractor will expedite repairs, to the equipment as required by the Department of Fleet and Facility Management in order to meet any reasonable time frames set forth by the Department of Fleet and Facility Management. If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor will notify the Department of Fleet and Facility Management immediately of the delay.

6.27. IRREPARABLE EQUIPMENT

6.27.1. In the event that the vehicle is irreparable, the Contractor will provide a written explanation of the problems and the Department of Fleet and Facility Management will take necessary action with regard to the disposition of the vehicle.

6.28. WORK ITEMS

6.28.1. Charges for services will be performed by the Contractor or an Authorized Subcontractor only after receipt of an estimate approved by the Commissioner of the Department of Fleet and Facility Management or the Commissioner's authorized representative.

6.28.2. Estimates for parts and labor must be based on industry-recognized third party data, available from tractor-trailer.net, mitchellsupport.com, or another recognized third party estimating process, for types of equipment and repairs where such data are available.

6.28.3. In such cases the Contractor will submit to the Commissioner of the Department of Fleet and Facility Management or the Commissioner's authorized representative an estimate upon receipt of the vehicle as identified in Repair proposals. The Commissioner of the Department of Fleet and Facility Management or the Commissioner's authorized representative will either approve or disapprove of the estimate.

6.28.4. Where the estimate is approved, the Contractor or an Authorized Subcontractor will proceed with and complete the work and will invoice the Department of Fleet and Facility Management either in the amount of the original estimate, or the actual cost of parts and labor provided to complete the repair, whichever amount is lowest.

6.28.5. If the estimate is disapproved, the Commissioner of the Department of Fleet and Facility Management or the Commissioner's authorized representative may request a revised estimate from the Contractor, and/or have the vehicle removed from the Contractor's or authorized subcontractor's shop. The City reserves the right to furnish Contractor or Authorized Subcontractor with the parts necessary for the required repairs. If the parts are provided by the City, the Contractor agrees to install any City-furnished parts at the labor rates provided in the contract, furnish the warranty required by the contract for the labor performed, and adjust the estimate for the repairs accordingly.

6.28.6. Where it is found by the Chief Procurement Officer that the work performed is not consistent with industry standard and market prices, the City reserves the right to order such repair work to be performed by other Contractors. The City maintains the right to remove from the premises of the Contractor or Authorized Subcontractor any vehicle delivered for repair estimates.

6.29. REPAIR ESTIMATE

6.29.1. Upon receipt of Vendor Estimate Form (VEF) from the Department of Fleet and Facility Management's Commissioner or authorized representative, the Contractor or Authorized Subcontractor must inspect the vehicle and complete and return the VEF. The VEF must include, but is not limited to the following information:

1. Purchase order (Contract) number
2. Name and phone number of City agent
3. City unit number of Vehicle
4. Detailed description of the problem and necessary repair needed
5. Parts cost breakdown
6. Labor cost breakdown
7. Estimated time required to complete repairs, etc
8. Anticipated completion date
9. Name and signature of the Contractor or Authorized Subcontractor's employees performing the estimate

6.29.2. The Contractor, upon receipt of an approved VEF and a purchase order blanket release from the Department of Fleet and Facility Management, can proceed with repairs.

6.29.3. The City reserves the right to add or delete various models and types of equipment during the term of the contract.

6.30. DIAGNOSTIC TESTING FEES

6.30.1. Contractor or Authorized Subcontractor must request authorization from the Department of Fleet and Facility Management to proceed with diagnostic testing. Upon approval, all diagnostic tests must be charged at the contracted labor rate, with no additional charges for the use of diagnostic equipment.

6.31. ACCEPTANCE OF PARTS AND REPAIRED EQUIPMENT

6.31.1. It is understood and agreed by the parties to this contract that any acceptance or inspection by the City of any part or repaired equipment provided pursuant to the terms and conditions of this contract does not constitute a waiver of these terms and conditions, and in no way relieves the Contractor of its obligation to comply with the terms and conditions of this contract, including any standard of performance and warranty requirement stated herein.

6.32. PRIORITY SERVICE

6.32.1. The Contractor and its subcontractors understand that the vehicles covered under this specification are critical to the City's Fleet operations. Therefore, the Contractor will give priority service to the City and proceed with

authorized work in an expeditious manner to ensure that all work is completed within the agreed upon schedule and to ensure that vehicle downtime is kept to a minimum.

6.32.2. The City requires the Contractor to return calls for service within 24 hours.

6.33. REPORTING REQUIREMENTS

6.33.1. The Contractor must provide records of all vehicles serviced.

6.33.2. The Contractor must generate a quarterly report of all transactions with the City of Chicago, Department of Fleet and Facility Management. The report must be listed by City unit number, invoice numbers, purchase order number, date of service, nature of service performed, hours of service performed, detailed description of parts ordered with the repair services (catalog and part number).

6.33.3. Copies of invoices for parts may be requested at any time and must be provided within three (3) Business Days of the request. A faxed copy will initially be accepted, however if deemed necessary; the original must be produced for verification purposes.

6.34. DAMAGE OR LOSS OF EQUIPMENT

6.34.1. Contractor must assume full responsibility for damage to City owned vehicles, parts, equipment or accessories by accident or any loss by fire or theft of these vehicles while they are in his custody.

6.34.2. The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the Department of Fleet and Facility Management.

6.34.3. The Contractor will be responsible for and must repair any damaged vehicles where such work is directly due to services performed under this contract, or where such damage is the result of the negligence, or carelessness on the part of the contractor/employees. The contractor must first immediately notify the Commissioner of the Department of Fleet and Facility Management or his authorized representative regarding the nature and extent of the damages prior to making any such necessary repairs.

6.35. STATEMENT OF LIABILITIES

6.35.1. No contract(s) will be awarded to bidder(s) who owes money to the City of Chicago. Upon request, bidders must submit a Statement of Liabilities issued by the Chicago Department of Revenue showing zero liabilities. Contractor must remain current and in good standing with respect to any and all obligations to the City throughout the term of the contract, including any extensions, modifications and/or amendments.

6.35.2. The Chicago Department of Revenue can be reached at 312-744-0801.

6.36. BID LINE #1 – GROUP "A" – POLICE-PURSUIT SEDAN

6.36.1. The unit must be a four-door Large Car, as that term is utilized by the U.S. Environmental Protection Agency (http://www.fueleconomy.gov/feg/info.shtml), with a flex-fuel gasoline/ethanol engine and an automatic transmission. The vehicle must have a wheelbase of 112" or greater and an outside width (not including mirrors) of 74" or greater.

6.36.2. The vehicle must be designed and manufactured to be used in law-enforcement work in heavy-duty police patrol and pursuit service and must be certified by the manufacturer as a police-pursuit vehicle. The vehicle must be capable of operation on regular 87-octane unleaded gasoline and blends of gasoline with up to 85% ethanol.

6.36.3. All of the vehicles purchased must be equipped with all standard equipment and the following additional equipment and/or accessories at a minimum. Where specific references to equipment items are not made, the vehicle manufacturer's standard production equipment for the proposed make/model must be provided. However, satellite radio, global positioning and cellular telephone systems included as standard equipment but removable from fleet orders need not be provided unless otherwise required below. Except where specifically noted, all equipment and accessories must be installed by the vehicle manufacturer at the manufacturer's facility.

6.36.4. Where equipment/accessory items specified herein are only available from the OEM as part of a "Package", the contractor must include all equipment/accessory items within that OEM package.

6.36.5. The vehicle must be fitted with the most fuel-efficient powertrain (engine, transmission, final-drive ratio, etc.) available for the make and model of vehicle proposed, provided that the requirements for a police-pursuit rating and flex-fuel engine and fuel system are met.

6.36.6. The vehicle must have the heaviest-duty full frame available for the make and model of vehicle proposed. Frame must be suitable for extended-life police-pursuit usage.

6.36.7. The vehicle must be fitted with heavy-duty wheels with bolt-on center caps. A fullsize spare tire and wheel, identical to the standard tires and wheels, must be provided with each vehicle and must be stored in a wheel well inside the trunk.

6.36.8. The vehicle must be provided with two cloth bucket seats and an open center-console area between the seats suitable for the installation of all additional items described below, including but not limited to the Standard Siren Controller, Weapon Lock, Computer Prep Package and related City-owned laptop docking plate and laptop computer. Seats must be of the proper length and placement to accommodate drivers and passengers ranging in height from five feet to six feet and four inches while allowing sufficient legroom for comfort and safety.

6.36.9. The vehicle must be provided with a three-person rear bench seat.

6.36.10. The vehicle floor in the front and rear seat areas must be fitted with a vinyl floor covering.

6.36.11. The vehicle must be provided with front airbags and side-impact airbags for the driver and outboard passenger. Side-impact airbags must be suitable for installation of commercially available police prisoner partitions intended for use with the proposed make and model.

6.36.12. The vehicle must be provided with power windows, power door locks and keyless entry with two transmitters.

6.36.13. Each vehicle must have unique keyed-alike ignition, driver's door-lock and trunk-lock (local installation acceptable) cylinders. Four copies of all keys, cut and programmed, must be furnished with each unit.

6.36.14. Daytime running lights, automatic headlamps and flashing lights to confirm door-lock status must be disabled if present (local programming or driver-configurable options acceptable).

6.36.15. Power door lock system must be programmed as necessary so that doors neither automatically lock when the vehicle is shifted into gear nor automatically unlock when the vehicle is shifted out of gear (local programming or driver-configurable options acceptable).

6.36.16. Six-inch round auxiliary red/white LED dome light (an example is the SoundOff Signal "ECVDMLT00") must be installed on the headliner on center line of vehicle approximately seven inches from the top of the windshield (local installation acceptable). Auxiliary dome light must be separately switched with integral switch with off, red and white positions.

6.36.17. The vehicle chassis must be thoroughly grounded to prevent unnecessary radio frequency interference in the vehicle electrical system.

6.37. TRUNK EQUIPMENT REQUIREMENTS

6.37.1. If the base unit is ordered along with any additional items specified below that require the mounting of components in the vehicle's trunk area, the following requirements must be adhered to:

6.37.2. All electronic back-end components, as well as fuse blocks, timers and other accessories, must be securely mounted in the trunk area in a location that allows maximum use of the trunk area for cargo area while reducing the potential for damage to the back-end components. A slide-out component tray or hinged component board must be utilized to provide a protected mounting area that allows easy access to back-end electronic components for repair and replacement.

6.37.3. The use of a slide-out component tray suspended from the roof of the trunk is the preferred mounting method for back-end components, provided that the tray and sliding mechanism protrude no lower from the trunk roof than is necessary to provide adequate space on top of the tray for component mounting and cooling. Component tray must be designed and intended for use in the proposed vehicle make and model, must be securely installed and

must be latched to prevent unintended extension of the tray slides. All wiring to components mounted on a sliding component tray must be configured with sufficient slack to allow the tray to be extended fully without disconnecting wires. All wiring leading to the tray must be neat and protected in appropriately-sized split loom.

6.37.4. The use of a fold-down, hinged component board is a permitted mounting method for back-end components, provided that the component board protrudes no further from the trunk wall than necessary to provide adequate space behind the board for component mounting and cooling and the component board does not hamper access to trunk-mounted spare tire or related tools. Component board must be designed and intended for use in the proposed vehicle make and model, must be securely installed and must be latched to prevent unintended opening. All wiring to components mounted on the component board must be configured with sufficient slack to allow the board to be folded down fully without disconnecting wires. All wiring leading to the component board must be neat and protected in appropriately sized split loom.

6.38. PAINTING AND RUSTPROOFING

6.38.1. The vehicle must contain no dealer markings of any type, interior and exterior.

6.38.2. The door and body-panel interior surfaces must be treated at the factory against rust and corrosion.

6.38.3. The vehicle must be primed before painting in accordance with the manufacturer's recommendation.

6.38.4. Vehicle color selected by the City from all regular production colors at time the vehicles are sub-ordered.

6.38.5. The vehicle must be rust-proofed and undercoated using Ziebart brand or other Federal-QPL-listed corrosion protection material.

6.38.6. NOTE: Alternate corrosion protection materials will be considered only where such materials appear on the Federal QPL (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described. Bidder must provide this information with its bid or upon request.

Proposed rustproofing/undercoating material: ZIEBART "Q" FORMULA

QPL #: L02218-7

Work performed by: ZIEBART - ARLINGTON HEIGHTS, IL

Contact person: PATTI THEER

Phone #: 847-259-5820

6.38.7 Rustproofing MUST be applied in accordance with Federal Standard #297E, or most current revision thereof.

6.39. ADDITIONAL ITEMS

6.39.1 The Contractor must provide quotes on the Proposal Page for the following additional item. Bid Lines #2 through #21 describe upgrades to the base unit described in Bid Line #1, and will be selected IN ADDITION TO Bid Line #1 when needed. Pricing for Bid Lines #2 through #21 are for upgrade pricing only, and must not include the base unit price indicated on Bid Line #1.

6.39.2. Additional item pricing must be a non-negative value. Quotes showing a credit or "no charge" will be assigned a price value of $0 for canvassing and contract award purposes.

6.39.3. Police-equipment-type additional items (aftermarket equipment) must be designed by their respective manufacturer(s) for use with the proposed vehicle make and model. Mounting of additional items must not prevent the safe and effective use of the vehicle by a driver, a front passenger and rear-seated prisoners. The exact locations and mounting methods of all aftermarket equipment specified as an additional item are subject to approval by the Department of Fleet and Facility Management prior to installation.

6.39.4. All groups of LED surface-mount flashers capable of multiple flash patterns must be programmed identically. Light heads installed on one side of a vehicle (front, rear, left or right) and visible concurrently constitute a group of light heads and must be synchronized within each group. Light modules must be programmed to patterns chosen by the Department of Fleet and Facility Management.

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6.39.5. The following additional items must be designed and constructed for use with the unit as specified, and be furnished complete with all necessary peripheral items required for proper/safe operation.

6.40. BID LINE #2: OEM OPTIONS

6.40.1. Orderable options selected at the time of the vehicle order and supplied by the Original Equipment Manufacturer (OEM), including models within the model series proposed and all available option codes, will be furnished and billed at the mark-up rate proposed on the Proposal Pages over the manufacturer's published dealer invoice price. The Contractor must furnish documentation (manufacturer's invoice price list, manufacturer's invoice or printout of the vehicle order, etc.) of the manufacturer's dealer invoice price at time of order to substantiate the charges; this documentation will accompany all invoices.

6.40.2. Where the presence of a selected OEM option increases or decreases the amount of fleet discount or options-package discount offered by the manufacturer, any difference in discount will be counted as part of the manufacturer's invoice pricing for purposes of computing the billable cost of the OEM option. The Contractor must furnish manufacturer's documentation of fleet discount and options-package discount at time of order to substantiate the charges; this documentation will accompany all invoices.

6.40.3. Where an OEM package is available that contains the selected OEM options at a price lower than that of the individual selected OEM options, the OEM package must be furnished and billed, with all equipment/accessory items within that OEM package furnished and included in the billed package price.

6.41. BID LINE #3: MECHANICAL AND ELECTRICAL REPAIR PARTS

6.41.1. Parts, accessories, assemblies and/or components furnished under this contract furnished must be compatible and interchangeable with vehicles and equipment purchased under this Contract.

6.41.2. Where the use of non-O.E.M. (generic) parts and/or "salvaged" parts will be used only when approved by the Department of Fleet and Facility Management. Parts will be furnished and billed at the mark-up rate established on the Proposal Pages. The Contractor will furnish documentation (manufacturer's retail price list, manufacturer's invoice or print of manufacturer's list price, etc.) to substantiate the charges; this documentation will accompany all invoices.

6.41.3. Fabricated parts furnished by the Contractor or Authorized Subcontractor under this contract will conform to the specifications and tolerances of the original equipment manufacturer.

6.42. BID LINE #4: LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS

6.42.1. The unit cost for regular repair service labor performed at the location(s) specified by the Contractor will be billed as regular time, hourly rate, Monday through Friday, 7:00 a.m. to 3:00 pm., excluding Holidays, as quoted on the Proposal Page(s), unless the Contractor or Authorized Subcontractor's regular service hours are longer, then the Contractor or Authorized Subcontractor's regular service hours will apply.

6.43. BID LINE #5: LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS

6.43.1. In the event of an emergency (i.e. major snowstorm, etc.), the Contractor or Authorized Subcontractor must make available its facilities and services seven (7) days a week, twenty-four (24) hours per day and must be prepared to respond to Emergency Repair Service calls.

6.43.2. The Contractor will be notified by the Commissioner of the Department of Fleet and Facility Management or his authorized representative when emergency service is required.

6.43.3. The Contractor or Authorized Subcontractor must not perform any work outside the regular working hours without the prior authorization from the Commissioner of the Department of Fleet and Facility Management or his authorized representative.

6.43.4. The labor rates must include any and all peripheral costs.

6.44. BID LINE #6: TRANSPORTATION OF EQUIPMENT FOR SERVICE

6.44.1. The cost for transporting a vehicle purchased under this contract each way for service between a City of Chicago location and a Contractor's (or authorized Subcontractor's) location must include all peripheral costs, including but not limited to: providing a properly licensed driver or operator, any necessary tow or transport.

6.45. BID LINE #7: PRISONER-TRANSPORT PROVISIONS

6.45.1. Units ordered with this Bid Line must be furnished with the following items to provide secure prisoner-transportation capabilities (local installation acceptable):

6.45.2. A steel, airbag-compliant, police prisoner partition, including any lower extension panels or other panels necessary to prevent access from the rear seat to the front seat;

6.45.3. A one-piece plastic police prisoner seat installed in place of the factory bench seat;

6.45.4. Metal or poly rear window guards for both rear window doors;

6.45.5. Two "V/Drain" drains in rear floor pans, one each side;

6.45.6. A two-prisoner "Ready Buckle" prisoner restraint system installed in place of the factory seat belts; and

6.45.7. A mechanical, non-electric emergency lock release in the driver's side rear passenger door to allow the rear passenger door to be unlocked in case of a vehicle power failure. Emergency lock release must be accessible only when the driver's door is open.

6.45.8. All gaps surrounding the police prisoner seat and police prisoner partition must be sealed to prevent rear-seat occupants from secreting contraband into hidden areas in and surrounding the prisoner compartment.

6.45.9. Units ordered with this Bid Line must also be configured so that the rear-door-lock mechanical actuators, rear-door-window switches and rear-door handles are not functional when operated from inside the rear seat area. Windows switches in the front seat, lock buttons in the front seat, outside door handles and the required emergency lock release must be fully functional.

6.46. BID LINE #8: MARKED POLICE LIGHTING PACKAGE

6.46.1. Units ordered with this Bid Line must be furnished with the following items to provide a lighting package for marked police-patrol usage (local installation acceptable):

6.46.2. Blue LED roof-mounted lightbar, approximately 46" in width, standard Chicago Police Department configuration without stop/turn modules (examples are the Federal Signal LGD45S-CPDB, Whelen FX4BBBB-CPD and Code 3 2747CPD);

6.46.3. Four-corner LED flasher system with two blue LED modules installed in the headlight housings, two red LED modules installed in the taillight housings and with no central controller box (examples include the Federal Signal "M4011" series, Nova "X1100" series, Code 3 "HB915" series and Whelen "LAW4" series);

6.46.4. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Alternately, a manufacturer-recommended separate-bulb system may be provided to provide alternate white flashes from the headlight housing in an appearance and intensity similar to that provided by wig-wag headlight flashers.

6.46.5. Marked Police Lighting Package will be ordered only with a Siren Controller and must be connected to the siren controller for operation.

6.47. BID LINE #9: UNMARKED POLICE LIGHTING PACKAGE

6.47.1. Units ordered with this Bid Line must be furnished with the following items to provide a lighting package for unmarked police-patrol usage (local installation acceptable):

6.47.2. Two-head blue LED flasher with a minimum twelve LEDs, an effective light hood and appropriate brackets mounted in the windshield above the rear-view mirror (an example is the Code 3 "Intrepid" series);

6.47.3. Full-width blue LED light bar with appropriate brackets mounted on the rear deck facing out the rear window (an example is the Code 3 "Wingman" with all blue LED modules);

6.47.4. Two blue LED flashers (approximately 3" by 1" lens area with a minimum three LEDs) with appropriate brackets for installation in the windows of the rear doors, facing out;

6.47.5. Four narrow blue LED flashers mounted behind the front grill using appropriate brackets (an example is the Federal Signal "IPX3003" flasher);

6.47.6. Four-corner LED flasher system with two blue LED modules installed in the headlight housings, two red LED modules installed in the taillight housings and with no central controller box (examples include the Federal Signal "M4011" series, Nova "X1100" series, Code 3 "HB915" series and Whelen "LAW4" series); and

6.47.7. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Alternately, a manufacturer-recommended separate-bulb system may be provided to provide alternate white flashes from the headlight housing in an appearance and intensity similar to that provided by wig-wag headlight flashers.

6.47.8. Unmarked Police Lighting Package will be ordered only with a Siren Controller and must be connected to the siren controller for operation.

6.48. BID LINE #10: STANDARD SIREN CONTROLLER

6.48.1. Units ordered with this Bid Line must be fitted with a 100-watt siren/PA and lighting controller (local installation acceptable). Controller must include a slide switch with positions 0 through 3, a rotary siren-sound selector, an airhorn button and a minimum of six discrete on/off switches for accessories. Controller must be backlit. Controller must be connected to the vehicle's horn-ring circuit for airhorn operation and must make use of "park kill" functionality to reduce lighting level when the vehicle is in park.

6.48.2. Controller must allow for ignition-off usage of the lighting system in slide switch positions 1 and 2. The presence of this ignition-off feature must not result in a standby current (all lights off) of more than 20 milliamps at 12 volts. Ignition-off functionality must not extend to use of the wig-wag headlights, which must be connected to slide switch position 3, nor to the siren/PA. The functionality of any ignition-off feature is subject to approval by the Department of Fleet and Facility Management prior to installation. (Examples of one-piece controllers with these features include the Federal Signal "PA640-CPD2" and the Code 3 "3892L6-CPD09").

6.48.3. Controller must be wired in a "park-kill" configuration, reducing the lighting and siren from slide switch position 3 to slide switch position 2 when the vehicle is place into park. This feature may be wired to the OEM park-position wire or to a mechanical switch mounted on the transmission shift selector.

6.48.4. At all times, regardless of siren selection and slide-switch position, when the controller is fully powered by the vehicle ignition, pressing the airhorn button on the controller must sound the airhorn and pressing and holding the vehicle's horn switch must sound the airhorn.

6.48.5. Any radio-rebroadcast feature on the controller must be made inactive.

6.48.6. Units ordered with this Bid Line must also be fitted with a 100-watt siren speaker with appropriate bracket (an example is the Federal Signal ES100). Speaker must be mounted under the vehicle hood behind the grill.

6.48.7. Controller must be connected to the siren speaker and to any Lighting Package with which it is ordered in accordance with manufacturer recommendations and in a manner that forms a complete and working police siren and light package. Connection of lighting equipment to controller's switches must be configured in a manner similar to existing Chicago Police Department vehicles and must comply with Department of Fleet and Facility Management directions for operation and functionality.

6.48.8. Any one-piece controller must be mounted in a steel or aluminum enclosed console (vehicle-specific consoles may be obtained from Havis, Gamber-Johnson, Premier Manufacturing, Jotto Desk or Troy Products, for example) between the driver's and front passenger's seats, positioned for easy access to all controls by both front-seat occupants during typical police emergency driving. Enclosed console must be securely mounted to steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the

transmission hump between the driver's and front passenger's seats. Enclosed console may be an adaptation of OEM center-console components provided the proposed controller is enclosed and mounted securely using an equipment bracket specific to the proposed controller as furnished by the manufacturer of the enclosed console.

6.48.9. Alternately, if a two-piece controller is utilized, controller faceplate must be mounted without an enclosed console between the driver's and front passenger's seats, positioned for easy access to all controls by both front-seat occupants during typical police emergency driving. Controller mounting bracket must be securely mounted to steel platform, tunnel plate, factory center console or factory instrument panel. Controller back-end components must be mounted in the trunk (see Trunk Equipment Requirements, above).

6.48.10. If this Bid Line is ordered along with the Computer Prep Package, the enclosed console, computer mounting components and later installed laptop docking plate and laptop computer must be efficiently coexist when mounted in the center-console area.

6.49. BID LINE #11: HANDHELD SIREN CONTROLLER

6.49.1. Units ordered with this Bid Line must be fitted with a 100-watt siren/PA and lighting controller (local installation acceptable). Controller must be operated through the use of a handheld module with push buttons to activate lighting levels, siren sounds and PA. Handheld module must include a PA microphone and volume control. Controller must include three buttons that control progressive lighting levels one through three, buttons to select siren sounds, an airhorn button and a minimum of three discrete on/off switches for accessories. Controller must be backlit. Controller must be connected to the vehicle's horn-ring circuit for airhorn operation and must make use of "park kill" functionality to reduce lighting level when the vehicle is in park.

6.49.2. At all times, regardless of siren selection and selection of progressive lighting level, when the controller is fully powered by the vehicle ignition, pressing the airhorn button on the controller must sound the airhorn and pressing and holding the vehicle's horn switch must sound the airhorn.

6.49.3. Units ordered with this Bid Line must also be fitted with a 100-watt siren speaker with appropriate bracket (an example is the Federal Signal ES100). Speaker must be mounted under the vehicle hood behind the grill.

6.49.4. Controller must be connected to the siren speaker and to any Lighting Package with which it is ordered in accordance with manufacturer recommendations and in a manner that forms a complete and working police siren and light package. Connection of lighting equipment to controller's switches must be configured in a manner similar to existing Chicago Police Department vehicles and must comply with Department of Fleet and Facility Management directions for operation and functionality.

6.49.5. Handheld module must be furnished with a holder securely mounted on the factory center console or factory instrument panel, exact location to be determined by the Department of Fleet and Facility Management. Controller back-end components must be mounted in the trunk (see Trunk Equipment Requirements, above).

6.50. BID LINE #12: UNDERCOVER SIREN CONTROLLER

6.50.1. Units ordered with this Bid Line must be fitted with a 100-watt siren/PA and external siren and lighting switches (local installation acceptable).

6.50.2. Controller must allow the operation of the siren through the use of two heavy-duty, external switches while the controller box is mounted out of sight (an example is the Whelen Alpha12R). The switches must be mounted on the instrument panel and must control the siren operation and the function of the vehicle's horn ring circuit, switching between vehicle horn and airhorn tones. Switch functionality must comply with Department of Fleet and Facility Management directions for siren control.

6.50.3. Units ordered with this Bid Line must also be fitted with a 100-watt siren speaker with appropriate bracket (an example is the Federal Signal ES100). Speaker must be mounted under the vehicle hood behind the grill.

6.50.4. Controller must be connected to the siren speaker in accordance with manufacturer recommendations and in a manner the forms a complete and working police siren package.

6.50.5. Units ordered with this Bid Line must also be fitted with an additional heavy-duty three-position switch, mounted on the instrument panel, that controls any Lighting Package with which it is ordered. Middle position of switch

must be off; bottom position must activate rear portion of lighting package; top position of switch must activate all lighting.

6.51. BID LINE #13: MIRROR LIGHTS

6.51.1. Units ordered with this Bid Line must be fitted with a synchronized pair of blue LED flashers mounted to the underside of the exterior review mirrors, one left and one right (local installation acceptable). LED flashers must be designed to provide 180 degrees of light output through the use of a curved reflector surface (an example is the SoundOff Signal "Intersector" series).

6.51.2. Flashers must be installed in such a manner as to provide flashing light to the front, sides and outside rear of the vehicle without producing flashback to the driver and front-seat passenger.

6.52. BID LINE #14: SPOTLIGHT

6.52.1. Units ordered with this Bid Line must be equipped with a Unity "225" spotlight with an 8-degree LED spotlight bulb, mounted in the 'A' pillar on the driver's side or the passenger's side (local installation acceptable). Door-mounted spotlights and halogen spotlights are not acceptable.

6.52.2. Spotlight must be wired to the ignition, individually fused per the manufacturer's directions.

6.52.3. Department of Fleet and Facility Management may choose to order one or two spotlights per vehicle and will specify side(s) of the vehicle for installation.

6.53. BID LINE #15: COMPUTER PREP PACKAGE

6.53.1. Units ordered with this Bid Line must be equipped with preparatory bracketry and other components to facilitate the later installation of a laptop computer and mobile data modem, including the following items (local installation acceptable):

6.53.2. Havis "DS.CFX2.Z2.HGD" CFX2 docking plate customized for Chicago Police Department usage with Panasonic Toughbook laptop computer;

6.53.3. Two Motorola "HAF4016A" quarter-wave 800-MHz antennas installed on roof to 3/4" NMO mounts and RG58A/U cable with soldered connectors run to trunk area for connection to mobile data modem;

6.53.4. Maxrad "MLPVDB800/1900" antenna installed on roof to a 3/4" NMO mount with RG58A/U cable with soldered TNC connector run to center console area for connection to laptop docking plate;

6.53.5. DB-9 serial cable, male to female, run from center console area to the trunk area for connection between the laptop docking plate and the mobile data modem;

6.53.6. Steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the transmission hump between the driver's and front passenger's seats; and

6.53.7. Fixed, non-tilting, non-rotating, non-pivoting riser post (examples are available from Havis and Gamber-Johnson) bolted to the heavy-duty base providing secure, heavy-duty mounting for the docking plate.

6.53.8. Riser post must allow for the positioning of the docking plate above the centerline of the vehicle, tight against the center portion of the instrument panel, between the driver and front passenger but slightly offset to the passenger side.

6.53.9. Riser post must secure the docking plate in a position that keeps an existing City of Chicago laptop computer out of the airbag deployment zones in both its open position (with the screen laying against the center portion of the instrument panel) and its closed position. The riser post must be mounted so that the laptop docking plate and laptop computer installed to the riser post later by the City of Chicago do not prevent ready access to essential vehicle controls and displays.

6.54. BID LINE #16: AVL SYSTEM

6.54.1. Units ordered with this Bid Line must be equipped with a global positioning/automatic vehicle location (AVL) system. AVL system must be capable of sending vehicle-location information in a format compatible with existing

City of Chicago equipment either through the City of Chicago laptop computer-based PDT system or through an integral cellular or PCS data-transmission device to the City of Chicago dispatch system.

6.54.2. All applicable software licenses for the supplied hardware and software must be furnished.

6.54.3. All cables, mounts and hardware components necessary to make and install a working system compatible with the existing Chicago Police Department AVL and mobile-computing system must be furnished and installed. All back-end components must be mounted in the trunk (see Trunk Equipment Requirements, above).

6.54.4. Units ordered with this Bid Line must also be supplied with a battery-saving timer function to provide power to aftermarket equipment for a time period of approximately forty minutes after the vehicle ignition is turned off. If the vehicle's OEM computer provides a timed pin or wire that meets this requirement, a 100-amp relay must be connected to this circuit; if this circuit is not available, a configurable timing device with a 100-amp output (or combined with an external 100-amp relay) must be installed (an example is the Havis "Chargeguard" series).

6.54.5. Battery-saving timer equipment and an eight-place fuse block must be mounted in the trunk area. AVL system must be connected to the timed circuit through a separate fuse. If this Bid Line is ordered along with the Computer Prep Package, two separately fused 12-gauge power wires from the timed circuit must be run to the location of the computer prep mounting equipment for use with later laptop docking plate installation. If this Bid Line is ordered along with the Camera System, camera system must be connected to the timed circuit through a separate fuse.

6.55. BID LINE #17: CAMERA SYSTEM

6.55.1. Units ordered with this Bid Line must be equipped with a Coban dual-head camera system, including the following components (local installation acceptable):

6.55.2. Coban "SYSED-02-CPD" Edge system screen/controller for Chicago Police Department, fully licensed by Coban for use;

6.55.3. If this Bid Line is ordered along with the Prisoner Transport Provisions, one Coban forward-facing camera must be mounted to hang in the front windshield facing forward and one Coban wide-angle infrared camera must be mounted to view the rear-seat prisoner compartment;

6.55.4. If this Bid Line is ordered without the Prisoner Transport Provisions, one Coban dual-head camera must be mounted to hang in the front windshield, facing forward out the window and back into the vehicle;

6.55.5. Coban "SCOPT-21" antenna mounted on the roof;

6.55.6. Coban "SCPKB-03" and "SCOPT-42" dual microphone package with charging cradles mounted between the driver and front-passenger seats.

6.55.7. A vehicle-specific Coban mounting bracket must be furnished and utilized to install the screen/controller in the center of the vehicle's front-seat area. If the upper-center vehicle dashboard is designed with a manufacturer-designated equipment-mounting area outside all airbag zones, recessed to allow full use of the windshield, the screen/controller must be mounted flat in the designated area so that the screen flips up for use. If no such equipment-mounting area exists, the screen/controller must be mounted flat against the headliner near the top of the windshield so that the screen flips down for use.

6.55.8. All remaining cables, mounts and hardware components necessary to make and install a working system compatible with the existing Chicago Police Department camera recording and uploading system must be furnished and installed. All back-end components must be mounted in the trunk (see Trunk Equipment Requirements, above).

6.56. BID LINE #18: WEAPON LOCK

6.56.1. Units ordered with this Bid Line must be equipped with a universal, electronic weapon lock and any bracketry necessary to install it (local installation acceptable). Weapon lock must be universal model such as the Blac-Rac model "1080E" that securely locks a weapon by securing the action area and is unaffected by the size and configuration of weapon stock, optics and barrel.

6.56.2. Department of Fleet and Facility Management may choose to order one or more weapon locks per vehicle and will specify location(s) in the vehicle for installation and mounting methods. Examples of possible locations are the underside of the trunk lid; the interior of the trunk directly under the lid and lock; and the front side of the police prisoner partition between the driver's and front passenger's seats.

6.56.3. Weapon lock must be activated (unlocked) through a two-step electronic process, including a momentary switch connected to a timer mounted in the front seat area for activation by the front-seat occupants and a SPST switch mounted near the lock. System must be configured so that both switches must be activated to release a locked weapon.

6.57. BID LINE #19: UNMARKED FIRE LIGHTING PACKAGE

6.57.1. Units ordered with this Bid Line must be furnished with the following items to provide a lighting and siren package for unmarked fire-department emergency usage (local installation acceptable):

6.57.2. A full-width LED light bar must be mounted with appropriate brackets behind the extreme top portion of the windshield, standard Chicago Fire Department configuration (an example is the Code 3 "Supervisor Thin Line"). Lightbar must follow standard Chicago Fire Department configuration, red with one curbside green module.

6.57.3. A full-width LED light bar must be mounted with appropriate brackets on the rear deck facing out the rear window (an example is the Code 3 "Wingman"). Lightbar must follow standard Chicago Fire Department configuration, red with one curbside green module.

6.57.4. Four-head, single-stack, red LED flasher bar with a minimum of 24 LEDs (an example is the Code 3 "XT604RRRR") must be installed in the front grill area facing forward through the grill.

6.57.5. Four-corner LED flasher system must be installed with two red LED modules installed in the headlight housings and two red LED modules installed in the taillight housings (examples include the Federal Signal "M4011" series, Nova "X1100" series, Code 3 "HB915" series and Whelen "LAW4" series), with no central controller box.

6.57.6. Two small, single-head, red LED flashers must be surface-mounted on outside mirrors (examples are the North American "LED3000-R", Federal Signal "Viper" and Code 3 "T-Rex" series).

6.57.7. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Flasher must be configured for approximately 115 single flashes per minute. Power wire must be connected directly to battery positive terminal using appropriate fuse. Low-amperage control wire must be connected to the power center as described below.

6.57.8. Headlight flasher must be wired to cut out when transmission is shifted into the Park position. Flashing take-down lights in lightbar must be wired to cut out when transmission is shifted into the Park position. Cut-off function must be through a relay and an OEM park-position wire or a mechanical switch mounted on the transmission shift selector.

6.57.9. Federal Signal E-Q2B siren controller must be mounted in the center console and connected to two Federal Signal ES100 speakers, mounted with appropriate mounting brackets behind the grill.

6.57.10. One R.C. Tronics "RCT-01233-00002" power center configured for the City of Chicago with plastic cover "TST-1373C" and circuit labels "DCL-01599-00000" must be installed in the trunk area. Single, lighted push-pull switch must be mounted within convenient reach of the driver. Switch must activate all necessary relays on the R.C. Tronics power center to activate all lighting at once.

6.57.11. Power for each lightbar section (front and rear), headlight flasher control, each pair of LED flashers and each other warning light must be connected directly to an individual, fused relay output on the R.C. Tronics power center (Rly-1 through Rly-10). Power center must be connected directly to the chassis twelve-volt battery with a continuous run of 8-gauge marine-rated wire. An 100-amp, waterproof circuit breaker with test button and swing-out reset switch must be installed in the main lead within 12" of the battery. Power center ignition pigtail must be connected to vehicle ignition to activate power center relays when the ignition is in the "accessory" and "run" positions.

6.57.12. Power center "battery negative" connections must be connected with a continuous run of 10-gauge marine-rated wire directly to the negative battery terminal and must not be grounded within the vehicle cab or to the chassis. Individual lighting components may be grounded to effective, local chassis grounds, but not to tailgate or doors.

6.57.13. Each relay and fuse must be labeled with the function it controls using standard R.C. Tronics labels. Each fuse must be sized as necessary to match circuit demands and component-manufacturer recommendations; each fuse must be rated to effectively protect its circuit.

6.57.14. A steel or aluminum enclosed center console (vehicle-specific consoles may be obtained from Havis, Gamber-Johnson, Premier Manufacturing, Jotto Desk or Troy Products, for example) must be installed between the driver's and front passenger's seats, positioned for easy access to all controls by both front-seat occupants during typical fire-department emergency driving. Enclosed console must be securely mounted to steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the transmission hump between the driver's and front passenger's seats. The siren controller must be enclosed and mounted securely inside the console using an equipment bracket specific to the proposed controller as furnished by the manufacturer of the enclosed console. Similarly, proper equipment brackets and sufficient mounting space must be provided for the later installation of two Motorola XTL-5000 one-piece radios with standard control heads. Enclosed center console may be an adaptation of OEM center-console components provided the siren and radios can be properly enclosed. Console area must provide three individually fused 12-volt power points, two cup holders and an armrest, either through use of OEM center-console components or through the addition of these items into the enclosed center console. Three microphone clip brackets must be provided to facilitate the later mounting of microphone clips to the sides of the enclosed center console.

6.57.15. A Havis "DS.CFX2.Z2.HGS" CFX2 docking plate customized for Chicago Fire Department usage with Panasonic Toughbook laptop computer must be installed on a swiveling mounting system installed to the passenger side of the enclosed center console. Mounting system must provide for easy access to the computer and all components mounted in the enclosed center console by the driver and must include a telescoping pole affixed to the side of the enclosed center console together with an extendable tilt/swivel adapter mounted to the top of the pole.

6.57.16. A wide-band, dual-band VHF and UHF two-way radio antenna (the STI-CO "ROOF-NT-VHF/UHFM" is one example) must be installed on the vehicle's roof to an NMO mount with dual 25-foot RG-58 cables with soldered mini-UHF connectors, each of which is suitable for coverage of the public-safety portion of its band (VHF or UHF). Cables must be run to the enclosed center console.

6.57.17. A Motorola "HAF4016A" quarter-wave 800-MHz antenna must be installed on roof to a 3/4" NMO mount and RG58A/U cable with a soldered connector run to trunk area for connection to mobile data modem.

6.57.18. A Trimble "TrimFleet" GPS/AVL system compatible with existing City of Chicago infrastructure must be installed in the trunk. System must consist of a Trimble "62950-00" device with a Trimble "32455-00" antenna kit. Antenna must be mounted on the vehicle's roof and run to the device. Device must be connected to power and other inputs per the manufacturer's installation instructions. Device serial power cable, with extension, must be run to the center console area for connection to the computer docking plate.

6.57.19. Three 15-amp ignition-hot power center fuses (I-1, I-2 and I-3) and three 20-amp battery-hot fuses must be designated for later communications equipment installation. From these fuses and ground terminals, continuous lengths of 10-gauge wire (battery-hot and grounds) and 12-gauge wire (ignition-hot) must be run to the enclosed center console with 24" of extra length coiled there. Communications equipment cable ground wire must be connected to a power-center ground terminal.

6.58. BID LINE #20: AUTOMATED LICENSE PLATE READER SYSTEM

6.58.1. Units ordered with this Bid Line must be furnished with the following items to provide a complete automated license plate recognition system (local installation acceptable):

6.58.2. Federal Signal/PIPS "SLATE 810NM" standard two-camera ALPR package including two cameras with cables and brackets;

6.58.3. Motorola "MW810" mobile workstation, mounted in the trunk, optimized by Motorola for use with the Federal Signal/PIPS two-camera ALPR package, including Intel Core 2Duo, 250GB hard disk, 2GB RAM, GPS, WLAN, Verizon WWAN, ALPR expansion board and ALPR camera splitter cable;

6.58.4. All applicable software licenses for the supplied hardware and software, including the Federal Signal/PIPS PAGIS license, Windows XP SP3 Professional and any necessary security dongles;

6.58.5. Motorola 12.1" XGA display with 1200 NIT touch-screen display and keyboard mounted in the center console area, positioned for easy viewing and access by both front-seat occupants, utilizing appropriate cables for connection to mobile workstation;

6.58.6. Antennas for WLAN and Verizon WWAN installed on roof and connected to mobile workstation;

6.58.7. Two Motorola "HAF4016A" quarter-wave 800-MHz antennas installed on roof to 3/4" NMO mounts and RG58A/U cable with soldered connectors run to trunk area for connection to later-installed mobile data modem;

6.58.8. DB-9 serial cable, male to female, run inside the trunk area for connection between mobile workstation and later-installed mobile data modem;

6.58.9. Steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the transmission hump between the driver's and front passenger's seats; and

6.58.10. Fixed, non-tilting, non-rotating, non-pivoting riser post and bracketry specific to the specified display and keyboard (examples are available from Havis and Gamber-Johnson) bolted to the heavy-duty base providing secure, heavy-duty mounting for the display and keyboard.

6.58.11. Mounting system must allow for the positioning of the display and keyboard above the centerline of the vehicle, tight against the center portion of the instrument panel, between the driver and front passenger but slightly offset to the passenger side.

6.58.12. Mounting system must secure the display and keyboard in a position out of the airbag deployment zones and must not prevent ready access to essential vehicle controls and displays.

6.59. BID LINE #21: CITATION PRINTER SYSTEM

6.59.1. Units ordered with this Bid Line must be furnished with the following items to provide a complete citation printer system (local installation acceptable):

6.59.2. Zebra "R4D-0U0A000N-10" four-inch thermal printer mounted in a locking vehicle cradle in the front console area;

6.59.3. Zebra "AK18666-2" USB to RG-45 cable;

6.59.4. Zebra "P1003772-004" open-terminal battery eliminator;

6.59.5. E-Seek "M-250" combination magnetic-stripe and 2D-bar-code reader mounted near the printer cradle;

6.59.6. E-Seek "CN6000" USB/power cable;

6.59.7. Trimble/APS "SmartConnect" printer-control module with serial cable run to center console area for connection to laptop docking plate;

6.59.8. Trimble/APS "SmartSwipe" card-reader-control software suitable for use with Microsoft Windows; and

6.59.9. All additional Trimble/APS and other hardware and software necessary to form a complete and working citation printer system compatible with existing Chicago Police Department hardware and software and suitable for use with Trimble/APS "QuickForm" and "QuickTicket."

6.60. BID LINE #22 – GROUP "B" – AWD POLICE-PURSUIT UTILITY VEHICLE

6.60.1. The unit must be a four-door Sport Utility Vehicle, as that term is utilized by the U.S. Environmental Protection Agency (http://www.fueleconomy.gov/feg/info.shtml), with a flex-fuel gasoline/ethanol engine, an automatic transmission and an all-wheel-drive or four-wheel-drive system. The vehicle must have a wheelbase of 112" or greater and an outside width (not including mirrors) of 78" or greater.

6.60.2. The vehicle must be designed and manufactured to be used in law-enforcement work in heavy-duty police patrol and pursuit service and must be certified by the manufacturer as a police-pursuit vehicle. The vehicle must be capable of operation on regular 87-octane unleaded gasoline and blends of gasoline with up to 85% ethanol.

6.60.3. All of the vehicles purchased must be equipped with all standard equipment and the following additional equipment and/or accessories at a minimum. Where specific references to equipment items are not made, the vehicle manufacturer's standard production equipment for the proposed make/model must be provided. However, satellite radio, global positioning and cellular telephone systems included as standard equipment but removable from fleet orders need not be provided unless otherwise required below. Except where specifically noted, all equipment and accessories must be installed by the vehicle manufacturer at the manufacturer's facility.

6.60.4. Where equipment/accessory items specified herein are only available from the OEM as part of a "Package", the contractor must include all equipment/accessory items within that OEM package.

6.60.5. The vehicle must be fitted with the most fuel-efficient all-wheel- or four-wheel-drive powertrain (engine, transmission, final-drive ratio, etc.) available for the make and model of vehicle proposed, provided that the requirement for a flex-fuel-capable engine and fuel system is met.

6.60.6. The vehicle must have the heaviest-duty full frame available for the make and model of vehicle proposed. Frame must be suitable for extended-life police-pursuit usage.

6.60.7. The vehicle must be fitted with heavy-duty wheels with bolt-on center caps. A fullsize spare tire and wheel, identical to the standard tires and wheels, must be provided with each vehicle and must be stored in a wheel well inside the rear cargo area or underneath the rear of the vehicle.

6.60.8. The vehicle must be provided with two cloth bucket seats and an open center-console area between the seats suitable for the installation of all additional items described below, including but not limited to the Standard Siren Controller, Weapon Lock, Computer Prep Package and related City-owned laptop docking plate and laptop computer. Seats must be of the proper length and placement to accommodate drivers and passengers ranging in height from five feet to six feet and four inches while allowing sufficient legroom for comfort and safety.

6.60.9. The vehicle must be provided with a three-person rear bench seat.

6.60.10. The vehicle floor in the front and rear seat areas must be fitted with a vinyl floor covering.

6.60.11. The vehicle must be provided with front airbags and side-impact airbags for the driver and outboard passenger. Side-impact airbags must be suitable for installation of commercially available police prisoner partitions intended for use with the proposed make and model.

6.60.12. The vehicle must be provided with power windows, power door locks and keyless entry with two transmitters.

6.60.13. Each vehicle must have unique keyed-alike ignition, driver's door-lock and rear-trailgate-lock (local installation acceptable) cylinders. Four copies of all keys, cut and programmed, must be furnished with each unit.

6.60.14. Daytime running lights, automatic headlamps and flashing lights to confirm door-lock status must be disabled if present (local programming or driver-configurable options acceptable).

6.60.15. Power door lock system must be programmed as necessary so that doors neither automatically lock when the vehicle is shifted into gear nor automatically unlock when the vehicle is shifted out of gear (local programming or driver-configurable options acceptable).

6.60.16. Six-inch round auxiliary red/white LED dome light (an example is the SoundOff Signal "ECVDMLT00") must be installed on the headliner on center line of vehicle approximately seven inches from the top of the windshield

(local installation acceptable). Auxiliary dome light must be separately switched with integral switch with off, red and white positions.

6.60.17. The vehicle chassis must be thoroughly grounded to keep the electrical system free from unnecessary radio frequency interference.

6.61. PAINTING AND RUSTPROOFING

6.61.1 The vehicle must contain no dealer markings of any type, interior and exterior.

6.61.2. The door and body-panel interior surfaces must be treated at the factory against rust and corrosion.

6.61.3. The vehicle must be primed before painting in accordance with the manufacturer's recommendation.

6.61.4. Vehicle color selected by the City from all regular production colors at time the vehicles are sub-ordered.

6.61.5. The vehicle must be rust-proofed and undercoated using Ziebart brand or other Federal-QPL-listed corrosion protection material.

6.61.6. NOTE: Alternate corrosion protection materials will be considered only where such materials appear on the Federal QPL (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described. Bidder must provide this information with its bid or upon request.

Proposed rustproofing/undercoating material:	ZIEBART "Q" FORMULA
QPL #:	62218-7
Work performed by:	ZIEBART - ARLINGTON HEIGHTS, IL
Contact person:	PETE THEER
Phone #:	847-259-5820

6.61.7. Rustproofing MUST be applied in accordance with Federal Standard #297E, or most current revision thereof.

6.62. ADDITIONAL ITEMS

6.62.1 The Contractor must provide quotes on the Proposal Page for the following additional item. Bid Lines #23 through #43 describe upgrades to the base unit described in Bid Line #22 and will be selected IN ADDITION TO Bid Line #20 when needed. Pricing for Bid Lines #23 through #43 are for upgrade pricing only, and must not include the base unit price indicated on Bid Line #22.

6.62.2. Additional item pricing must be a non-negative value. Quotes showing a credit or "no charge" will be assigned a price value of $0 for canvassing and contract award purposes.

6.62.3. Police-equipment-type additional items (aftermarket equipment) must be designed by their respective manufacturer(s) for use with the proposed vehicle make and model. Mounting of additional items must not prevent the safe and effective use of the vehicle by a driver, a front passenger and rear-seated prisoners. The exact locations and mounting methods of all aftermarket equipment specified as an additional item are subject to approval by the Department of Fleet and Facility Management prior to installation.

6.62.4. All groups of LED surface-mount flashers capable of multiple flash patterns must be programmed identically. Light heads installed on one side of a vehicle (front, rear, left or right) and visible concurrently constitute a group of light heads and must be synchronized within each group. Light modules must be programmed to patterns chosen by the Department of Fleet and Facility Management.

6.62.5. The following additional items must be designed and constructed for use with the unit as specified, and be furnished complete with all necessary peripheral items required for proper/safe operation.

6.63. BID LINE #23: OEM OPTIONS

6.63.1. Orderable options selected at the time of the vehicle order and supplied by the Original Equipment Manufacturer (OEM), including models within the model series proposed and all available option codes, will be furnished and billed at the mark-up rate proposed on the Proposal Pages over the manufacturer's published dealer invoice

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"Chief Procurement Officer" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing and supervising the work involved or fulfilling responsibilities as a joint venture partner. To perform a commercially useful function, a vendor must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering materials, and installing (where applicable) and paying for materials. Other actions that indicate that a vendor is performing a commercially useful function include negotiating terms of the contract or subcontract, taking on financial risk appropriate to the contract.

"Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms. The Directory can be found at http://chicago.mwdbe.com. In the right hand margin, click the MWDBE Directory link.

"Executive Director" means the executive director of the Office of Compliance or his or her designee.

"Good Faith Efforts" means actions undertaken by a bidder or contractor 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.

"Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s). A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE/WBE ownership percentage.

"Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

"Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

5.3. COUNTING MBE AND WBE PARTICIPATION TOWARD THE CONTRACT GOALS

The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan will not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.

The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer will evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit will be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE will be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning broker's fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

The participation of MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of MBE or WBE credit.

Credit for the participation of MBEs/WBEs as joint venture partners will be based upon an analysis of the duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

5.4. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE AND WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included with the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer will determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his/her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal.

All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

1. Direct/Indirect Participation

   Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

   a. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal.

      Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract.

      Documentation must include but is not necessarily limited to:

      i. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
      ii. A listing of all MBE/WBE firms contacted that includes
         a. Names, address and telephone numbers of MBE/WBE firms solicited;
         b. Date and time of contact;
         c. Method of contact (written, telephone, transmittal of facsimile documents, etc.)
      iii. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
         a. Project identification and location;
         b. Classification/commodity of work items for which quotations were sought;

price. The Contractor must furnish documentation (manufacturer's invoice price list, manufacturer's invoice or printout of the vehicle order, etc.) of the manufacturer's dealer invoice price at time of order to substantiate the charges; this documentation will accompany all invoices.

6.63.2. Where the presence of a selected OEM option increases or decreases the amount of fleet discount or options-package discount offered by the manufacturer, any difference in discount will be counted as part of the manufacturer's invoice pricing for purposes of computing the billable cost of the OEM option. The Contractor must furnish manufacturer's documentation of fleet discount and options-package discount at time of order to substantiate the charges; this documentation will accompany all invoices.

6.63.3. Where an OEM package is available that contains the selected OEM options at a price lower than that of the individual selected OEM options, the OEM package must be furnished and billed, with all equipment/accessory items within that OEM package furnished and included in the billed package price.

6.64. BID LINE #24: MECHANICAL AND ELECTRICAL REPAIR PARTS

6.64.1. Parts, accessories, assemblies and/or components furnished under this contract furnished must be compatible and interchangeable with vehicles and equipment purchased under this Contract.

6.64.2. Where the use of non-O.E.M. (generic) parts and/or "salvaged" parts will be used only when approved by the Department of Fleet and Facility Management. Parts will be furnished and billed at the mark-up rate established on the Proposal Pages. The Contractor will furnish documentation (manufacturer's retail price list, manufacturer's invoice or print of manufacturer's list price, etc.) to substantiate the charges; this documentation will accompany all invoices.

6.64.3. Fabricated parts furnished by the Contractor or Authorized Subcontractor under this contract will conform to the specifications and tolerances of the original equipment manufacturer.

6.65. BID LINE #25: LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS

6.65.1. The unit cost for regular repair service labor performed at the location(s) specified by the Contractor will be billed as regular time, hourly rate, Monday through Friday, 7:00 a.m. to 3:00 pm., excluding Holidays, as quoted on the Proposal Page(s), unless the Contractor or Authorized Subcontractor's regular service hours are longer, then the Contractor or Authorized Subcontractor's regular service hours will apply.

6.66. BID LINE #26: LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS

6.66.1. In the event of an emergency (i.e. major snowstorm, etc.), the Contractor or Authorized Subcontractor must make available its facilities and services seven (7) days a week, twenty-four (24) hours per day and must be prepared to respond to Emergency Repair Service calls.

6.66.2. The Contractor will be notified by the Commissioner of the Department of Fleet and Facility Management or his authorized representative when emergency service is required.

6.66.3. The Contractor or Authorized Subcontractor must not perform any work outside the regular working hours without the prior authorization from the Commissioner of the Department of Fleet and Facility Management or his authorized representative.

6.66.4. The labor rates must include any and all peripheral costs.

6.67. BID LINE #27: TRANSPORTATION OF EQUIPMENT FOR SERVICE

6.67.1. The cost for transporting a vehicle purchased under this contract each way for service between a City of Chicago location and a Contractor's (or authorized Subcontractor's) location must include all peripheral costs, including but not limited to: providing a properly licensed driver or operator, any necessary tow or transport.

6.68. BID LINE #28: PRISONER-TRANSPORT PROVISIONS

6.68.1. Units ordered with this Bid Line must be furnished with the following items to provide secure prisoner-transportation capabilities (local installation acceptable):

6.68.2. A steel, airbag-compliant, police prisoner partition, including any lower extension panels or other panels necessary to prevent access from the rear seat to the front seat;

6.68.3. A one-piece plastic police prisoner seat installed in place of the factory bench seat;

6.68.4. A clear-poly coated metal screen extending from the top of the prisoner seat to the headliner and from the street side of the vehicle to the curb side, along with any extension panels necessary to prevent access from the rear seat to the rear cargo area (metal screen may be an integral part of the prisoner seat assembly);

6.68.5. Metal-screen or clear-poly rear window guards for both rear window doors;

6.68.6. Two "V/Drain" drains in rear floor pans, one each side;

6.68.7. A two-prisoner "Ready Buckle" prisoner restraint system installed in place of the factory seat belts; and

6.68.8. A mechanical, non-electric emergency lock release in the driver's side rear passenger door to allow the rear passenger door to be unlocked in case of a vehicle power failure. Emergency lock release must be accessible only when the driver's door is open.

6.68.9. All gaps surrounding the police prisoner seat and police prisoner partition must be sealed to prevent rear-seat occupants from secreting contraband into hidden areas in and surrounding the prisoner compartment.

6.68.10. Units ordered with this Bid Line must also be configured so that the rear-door-lock mechanical actuators, rear-door-window switches and rear-door handles are not functional when operated from inside the rear seat area. Windows switches in the front seat, lock buttons in the front seat, outside door handles and the required emergency lock release must be fully functional.

6.69. BID LINE #29: MARKED POLICE LIGHTING PACKAGE

6.69.1. Units ordered with this Bid Line must be furnished with the following items to provide a lighting package for marked police-patrol usage (local installation acceptable):

6.69.2. Blue LED roof-mounted lightbar, approximately 51" to 56" in width, standard Chicago Police Department configuration without stop/turn modules (examples are the Federal Signal LGD45S-CPDB, Whelen FX4BBBB-CPD and Code 3 2747CPD);

6.69.3. Dual, blue, multi-head LED modules suspended from the rear spoiler outside the rear window, one each side of the center-mounted stop lamp assembly, configured for warning flash pattern, not for directional use (examples are the Code 3 "XT602-CPD" series and the Whelen "Outer Edge" series);

6.69.4. Four-corner LED flasher system with two blue LED modules installed in the headlight housings, two red LED modules installed in the taillight housings and with no central controller box (examples include the Federal Signal "M4011" series, Nova "X1100" series, Code 3 "HB915" series and Whelen "LAW4" series); and

6.69.5. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Alternately, a manufacturer-recommended separate-bulb system may be provided to provide alternate white flashes from the headlight housing in an appearance and intensity similar to that provided by wig-wag headlight flashers.

6.69.6. This Bid Line will be ordered only with a Siren Controller and must be connected to the siren controller for operation.

6.70. BID LINE #30: UNMARKED POLICE LIGHTING PACKAGE

6.70.1. Units ordered with this Bid Line must be furnished with the following items to provide a lighting package for unmarked police-patrol usage (local installation acceptable):

6.70.2. Two-head blue LED flasher with a minimum twelve LEDs, an effective light hood and appropriate brackets mounted in the windshield above the rear-view mirror (an example is the Code 3 "Intrepid" series);

6.70.3. A single-stack, six-head blue LED light bar with a minimum of 24 LEDs stretching the full width of the rear window suspended with appropriate brackets from the vehicle roof at the rear of the rear cargo area facing out the rear window, configured for warning flash pattern, not for directional use (examples are the Code 3 "XT" series and the Federal Signal "Cuda Tri-Optic LED Signalmaster" series);

6.70.4. Two blue LED flashers (approximately 3" by 1" lens area with a minimum three LEDs) with appropriate brackets for installation in the windows of the rear doors, facing out;

6.70.5. Four narrow blue LED flashers mounted behind the front grill using appropriate brackets (examples include the Federal Signal "IPX3003" and the Code 3 "T-Rex" series);

6.70.6. Four-corner LED flasher system with two blue LED modules installed in the headlight housings, two red LED modules installed in the taillight housings and with no central controller box (examples include the Federal Signal "M4011" series, Nova "X1100" series, Code 3 "HB915" series and Whelen "LAW4" series); and

6.70.7. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Alternately, a manufacturer-recommended separate-bulb system may be provided to provide alternate white flashes from the headlight housing in an appearance and intensity similar to that provided by wig-wag headlight flashers.

6.70.8. This Bid Line will be ordered only with a Siren Controller and must be connected to the siren controller for operation.

6.71. BID LINE #31: STANDARD SIREN CONTROLLER

6.71.1. Units ordered with this Bid Line must be fitted with a 100-watt siren/PA and lighting controller (local installation acceptable). Controller must include a slide switch with positions 0 through 3, a rotary siren-sound selector, an airhorn button and a minimum of six discrete on/off switches for accessories. Controller must be backlit. Controller must be connected to the vehicle's horn-ring circuit for airhorn operation and must make use of "park kill" functionality to reduce lighting level when the vehicle is in park.

6.71.2. Controller must allow for ignition-off usage of the lighting system in slide switch positions 1 and 2. The presence of this ignition-off feature must not result in a standby current (all lights off) of more than 20 milliamps at 12 volts. Ignition-off functionality must not extend to use of the wig-wag headlights, which must be connected to slide switch position 3, nor to the siren/PA. The functionality of any ignition-off feature is subject to approval by the Department of Fleet and Facility Management prior to installation. (Examples of one-piece controllers with these features include the Federal Signal "PA640-CPD2" and the Code 3 "3892L6-CPD09").

6.71.3. Controller must be wired in a "park-kill" configuration, reducing the lighting and siren from slide switch position 3 to slide switch position 2 when the vehicle is place into park. This feature may be wired to the OEM park-position wire or to a mechanical switch mounted on the transmission shift selector.

6.71.4. At all times, regardless of siren selection and slide-switch position, when the controller is fully powered by the vehicle ignition, pressing the airhorn button on the controller must sound the airhorn and pressing and holding the vehicle's horn switch must sound the airhorn.

6.71.5. Any radio-rebroadcast feature on the controller must be made inactive.

6.71.6. Units ordered with this Bid Line must also be fitted with a 100-watt siren speaker with appropriate bracket (an example is the Federal Signal ES100). Speaker must be mounted under the vehicle hood behind the grill.

6.71.7. Controller must be connected to the siren speaker and to any Lighting Package with which it is ordered in accordance with manufacturer recommendations and in a manner that forms a complete and working police siren and light package. Connection of lighting equipment to controller's switches must be configured in a manner similar to existing Chicago Police Department vehicles and must comply with Department of Fleet and Facility Management directions for operation and functionality.

6.71.8. Any one-piece controller must be mounted in a steel or aluminum enclosed console (vehicle-specific consoles may be obtained from Havis, Gamber-Johnson, Premier Manufacturing, Jotto Desk or Troy Products, for example) between the driver's and front passenger's seats, positioned for easy access to all controls by both

front-seat occupants during typical police emergency driving. Enclosed console must be securely mounted to steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the transmission hump between the driver's and front passenger's seats. Enclosed console may be an adaptation of OEM center-console components provided the proposed controller is enclosed and mounted securely using an equipment bracket specific to the proposed controller as furnished by the manufacturer of the enclosed console.

6.71.9. Alternately, if a two-piece controller is utilized, controller faceplate must be mounted without an enclosed console between the driver's and front passenger's seats, positioned for easy access to all controls by both front-seat occupants during typical police emergency driving. Controller mounting bracket must be securely mounted to steel platform, tunnel plate, factory center console or factory instrument panel. Controller back-end components must be mounted in the rear cargo area in a location that allows maximum use of the rear cargo area for cargo area while reducing the potential for damage to the back-end components.

6.71.10. If this Bid Line is ordered along with the Computer Prep Package, the enclosed console, computer mounting components and later installed laptop docking plate and laptop computer must be efficiently coexist when mounted in the center-console area.

6.72. BID LINE #32: HANDHELD SIREN CONTROLLER

6.72.1. Units ordered with this Bid Line must be fitted with a 100-watt siren/PA and lighting controller (local installation acceptable). Controller must be operated through the use of a handheld module with push buttons to activate lighting levels, siren sounds and PA. Handheld module must include a PA microphone and volume control. Controller must include three buttons that control progressive lighting levels one through three, buttons to select siren sounds, an airhorn button and a minimum of three discrete on/off switches for accessories. Controller must be backlit. Controller must be connected to the vehicle's horn-ring circuit for airhorn operation and must make use of "park kill" functionality to reduce lighting level when the vehicle is in park.

6.72.2. At all times, regardless of siren selection and selection of progressive lighting level, when the controller is fully powered by the vehicle ignition, pressing the airhorn button on the controller must sound the airhorn and pressing and holding the vehicle's horn switch must sound the airhorn.

6.72.3. Units ordered with this Bid Line must also be fitted with a 100-watt siren speaker with appropriate bracket (an example is the Federal Signal ES100). Speaker must be mounted under the vehicle hood behind the grill.

6.72.4. Controller must be connected to the siren speaker and to any Lighting Package with which it is ordered in accordance with manufacturer recommendations and in a manner that forms a complete and working police siren and light package. Connection of lighting equipment to controller's switches must be configured in a manner similar to existing Chicago Police Department vehicles and must comply with Department of Fleet and Facility Management directions for operation and functionality.

6.72.5. Handheld module must be furnished with a holder securely mounted on the factory center console or factory instrument panel, exact location to be determined by the Department of Fleet and Facility Management. Controller back-end components must be mounted in the rear cargo area in a location that allows maximum use of the rear cargo area for cargo area while reducing the potential for damage to the back-end components.

6.73. BID LINE #33: UNDERCOVER SIREN CONTROLLER

6.73.1. Units ordered with this Bid Line must be fitted with a 100-watt siren/PA and external siren and lighting switches (local installation acceptable):

6.73.2. Controller must allow the operation of the siren through the use of two heavy-duty, external switches while the controller box is mounted out of sight (an example is the Whelen Alpha12R). The switches must be mounted on the instrument panel and must control the siren operation and the function of the vehicle's horn ring circuit, switching between vehicle horn and airhorn tones. Switch functionality must comply with Department of Fleet and Facility Management directions for siren control.

6.73.3. Units ordered with this Bid Line must also be fitted with a 100-watt siren speaker with appropriate bracket (an example is the Federal Signal ES100). Speaker must be mounted under the vehicle hood behind the grill.

6.73.4. Controller must be connected to the siren speaker in accordance with manufacturer recommendations and in a manner the forms a complete and working police siren package.

6.73.5. Units ordered with this Bid Line must also be fitted with an additional heavy-duty three-position switch, mounted on the instrument panel, that controls any Lighting Package with which it is ordered. Middle position of switch must be off; bottom position must activate rear portion of lighting package; top position of switch must activate all lighting.

6.74. BID LINE #34: MIRROR LIGHTS

6.74.1. Units ordered with this Bid Line must be fitted with a synchronized pair of LED flashers mounted to the underside of the exterior review mirrors, one left and one right (local installation acceptable). LED flashers must be designed to provide 180 degrees of light output through the use of a curved reflector surface (an example is the SoundOff Signal "Intersector" series). LED flasher color will be chosen by the Department of Fleet and Facility Management.

6.74.2. Flashers must be installed in such a manner as to provide flashing light to the front, sides and outside rear of the vehicle without producing flashback to the driver and front-seat passenger.

6.75. BID LINE #35: SPOTLIGHT

6.75.1. Units ordered with this Bid Line must be equipped with a Unity "225" spotlight with an 8-degree LED spotlight bulb, mounted in the 'A' pillar on the driver's side or the passenger's side (local installation acceptable). Door-mounted spotlights and halogen spotlights are not acceptable.

6.75.2. Spotlight must be wired to the ignition, individually fused per the manufacturer's directions.

6.75.3. Department of Fleet and Facility Management may choose to order one or two spotlights per vehicle and will specify side(s) of the vehicle for installation.

6.76. BID LINE #36: COMPUTER PREP PACKAGE

6.76.1. Units ordered with this Bid Line must be equipped with preparatory bracketry and other components to facilitate the later installation of a laptop computer and mobile data modem, including the following items (local installation acceptable):

6.76.2. Havis "DS.CFX2.Z2.HGD" CFX2 docking plate customized for Chicago Police Department usage with Panasonic Toughbook laptop computer;

6.76.3. Two Motorola "HAF4016A" quarter-wave 800-MHz antennas installed on roof to 3/4" NMO mounts and RG58A/U cable with soldered connectors run to trunk area for connection to mobile data modem;

6.76.4. Maxrad "MLPVDB800/1900" antenna installed on roof to a 3/4" NMO mount with RG58A/U cable with soldered TNC connector run to center console area for connection to laptop docking plate;

6.76.5. DB-9 serial cable, male to female, run from center console area to the trunk area for connection between the laptop docking plate and the mobile data modem;

6.76.6. Steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the transmission hump between the driver's and front passenger's seats; and

6.76.7. Fixed, non-tilting, non-rotating, non-pivoting riser post (examples are available from Havis and Gamber-Johnson) bolted to the heavy-duty base providing secure, heavy-duty mounting for the docking plate.

6.76.8. Riser post must allow for the positioning of the docking plate above the centerline of the vehicle, tight against the center portion of the instrument panel, between the driver and front passenger but slightly offset to the passenger side.

6.76.9. Riser post must secure the docking plate in a position that keeps an existing City of Chicago laptop computer out of the airbag deployment zones in both its open position (with the screen laying against the center portion of the instrument panel) and its closed position. The riser post must be mounted so that the laptop docking plate and laptop computer installed to the riser post later by the City of Chicago do not prevent ready access to essential vehicle controls and displays.

6.77. BID LINE #37: AVL SYSTEM

6.77 1. Units ordered with this Bid Line must be equipped with a global positioning/automatic vehicle location (AVL) system. AVL system must be capable of sending vehicle-location information in a format compatible with existing City of Chicago equipment either through the City of Chicago laptop computer-based PDT system or through an integral cellular or PCS data-transmission device to the City of Chicago dispatch system.

6.77.2. All applicable software licenses for the supplied hardware and software must be furnished.

6.77.3. All cables, mounts and hardware components necessary to make and install a working system compatible with the existing Chicago Police Department AVL and mobile-computing system must be furnished and installed. All back-end components must be mounted in the rear cargo area in a location that allows maximum use of the rear cargo area for cargo area while reducing the potential for damage to the back-end components.

6.77.4. Units ordered with this Bid Line must also be supplied with a battery-saving timer function to provide power to aftermarket equipment for a time period of approximately forty minutes after the vehicle ignition is turned off. If the vehicle's OEM computer provides a timed pin or wire that meets this requirement, a 100-amp relay must be connected to this circuit; if this circuit is not available, a configurable timing device with a 100-amp output (or combined with an external 100-amp relay) must be installed (an example is the Havis "Chargeguard" series).

6.77.5. Battery-saving timer equipment and an eight-place fuse block must be mounted in the rear cargo area. AVL system must be connected to the timed circuit through a separate fuse. If this Bid Line is ordered along with the Computer Prep Package, two separately fused 12-gauge power wires from the timed circuit must be run to the location of the computer prep mounting equipment for use with later laptop docking plate installation. If this Bid Line is ordered along with the Camera System, camera system must be connected to the timed circuit through a separate fuse.

6.78. BID LINE #38: CAMERA SYSTEM

6.78.1. Units ordered with this Bid Line must be equipped with a Coban dual-head camera system, including the following components (local installation acceptable):

6.78.2. Coban "SYSED-02-CPD" Edge system screen/controller for Chicago Police Department, fully licensed by Coban for use;

6.78.3. If this Bid Line is ordered along with the Prisoner Transport Provisions, one Coban forward-facing camera must be mounted to hang in the front windshield facing forward and one Coban wide-angle infrared camera must be mounted to view the rear-seat prisoner compartment;

6.78.4. If this Bid Line is ordered without the Prisoner Transport Provisions, one Coban dual-head camera must be mounted to hang in the front windshield, facing forward out the window and back into the vehicle;

6.78.5. Coban "SCOPT-21" antenna mounted on the roof;

6.78.6. Coban "SCPKB-03" and "SCOPT-42" dual microphone package with charging cradles mounted between the driver and front-passenger seats.

6.78.7. A vehicle-specific Coban mounting bracket must be furnished and utilized to install the screen/controller in the center of the vehicle's front-seat area. If the upper-center vehicle dashboard is designed with a manufacturer-designated equipment-mounting area outside all airbag zones, recessed to allow full use of the windshield, the screen/controller must be mounted flat in the designated area so that the screen flips up for use. If no such equipment-mounting area exists, the screen/controller must be mounted flat against the headliner near the top of the windshield so that the screen flips down for use.

6.78.8. All remaining cables, mounts and hardware components necessary to make and install a working system compatible with the existing Chicago Police Department camera recording and uploading system must be furnished and installed. All back-end components must be securely mounted in the rear cargo area in a location that allows maximum use of the rear cargo area for cargo while reducing the potential for damage to the back-end components.

6.79. BID LINE #39: WEAPON LOCK

6.79.1 Units ordered with this Bid Line must be equipped with a universal, electronic weapon lock and any bracketry necessary to install it (local installation acceptable). Weapon lock must be universal model such as the Blac-Rac model "1080E" that securely locks a weapon by securing the action area and is unaffected by the size and configuration of weapon stock, optics and barrel.

6.79.2. Department of Fleet and Facility Management may choose to order one or more weapon locks per vehicle and will specify location(s) in the vehicle for installation and mounting methods. Examples of possible locations are the interior of the rear cargo area and the front side of the police prisoner partition between the driver's and front passenger's seats.

6.79.3. Weapon lock must be activated (unlocked) through a two-step electronic process, including a momentary switch connected to a timer mounted in the front seat area for activation by the front-seat occupants and a SPST switch mounted near the lock. System must be configured so that both switches must be activated to release a locked weapon.

6.80. BID LINE #40: MARKED FIRE LIGHTING PACKAGE

6.80.1. Units ordered with this Bid Line must be furnished with the following items to provide a lighting and siren package for marked fire-department emergency usage (local installation acceptable):

6.80.2. Fully LED lightbar, 51" to 56" in width, must be mounted to the roof using manufacturer's designated hook kit (an example is the Code 3 "RMX58FOXBAR"). Lightbar must follow standard Chicago Fire Department configuration, red with clear flashing LED takedown lights and curbside green modules in a double-stack configuration with offset sections for high off-axis output.

6.80.3. Three four-head, single-stack, red LED flasher bars with a minimum of 24 LEDs each (an example is the Code 3 "XT604RRRR") must be installed, one in the front grill area facing forward through the grill and one in each rear quarter window facing to the side.

6.80.4. Four-corner LED flasher system must be installed with two red LED modules installed in the headlight housings and two red LED modules installed in the taillight housings (examples include the Federal Signal "M4011" series, Nova "X1100" series, Code 3 "HB915" series and Whelen "LAW4" series), with no central controller box.

6.80.5. Two synchronized, red LED flashers with a minimum of eight LEDs must be surface-mounted on the tailgate facing rearward (examples are the North American "LED3000-R", Federal Signal "Viper" and Code 3 "T-Rex" series).

6.80.6. Wig-wag headlights flasher (an example is the SoundOff Signal "ETHF00-SP", though the flasher needs to be manufacturer recommended for and suitable for use with the proposed vehicle make and model). Flasher must be configured for approximately 115 single flashes per minute. Power wire must be connected directly to battery positive terminal using appropriate fuse. Low-amperage control wire must be connected to the power center as described below.

6.80.7. Headlight flasher must be wired to cut out when transmission is shifted into the Park position. Flashing take-down lights in lightbar must be wired to cut out when transmission is shifted into the Park position. Cut-off function must be through a relay and an OEM park-position wire or a mechanical switch mounted on the transmission shift selector.

6.80.8. Federal Signal E-Q2B siren controller must be mounted in the enclosed center console and connected to two Federal Signal ES100 speakers, mounted with appropriate mounting brackets behind the grill.

6.80.9. One R.C. Tronics "RCT-01233-00002" power center configured for the City of Chicago with plastic cover "TST-1373C" and circuit labels "DCL-01599-00000" must be installed in the rear cargo area. Single, lighted push-pull switch must be mounted within convenient reach of the driver. Switch must activate all necessary relays on the R.C. Tronics power center to activate all lighting at once.

6.80.10. Power for each lightbar section (front and rear), headlight flasher control, each pair of LED flashers and each other warning light must be connected directly to an individual, fused relay output on the R.C. Tronics power center (Rly-1 through Rly-10). Power center must be connected directly to the chassis twelve-volt battery with a

continuous run of 8-gauge marine-rated wire. An 100-amp, waterproof circuit breaker with test button and swing-out reset switch must be installed in the main lead within 12" of the battery. Power center ignition pigtail must be connected to vehicle ignition to activate power center relays when the ignition is in the "accessory" and "run" positions.

6.80.11. Power center "battery negative" connections must be connected with a continuous run of 10-gauge marine-rated wire directly to the negative battery terminal and must not be grounded within the vehicle cab or to the chassis. Individual lighting components may be grounded to effective, local chassis grounds, but not to tailgate or doors.

6.80.12. Each relay and fuse must be labeled with the function it controls using standard R.C. Tronics labels. Each fuse must be sized as necessary to match circuit demands and component-manufacturer recommendations; each fuse must be rated to effectively protect its circuit.

6.80.13. A steel or aluminum enclosed center console (vehicle-specific consoles may be obtained from Havis, Gamber-Johnson, Premier Manufacturing, Jotto Desk or Troy Products, for example) must be installed between the driver's and front passenger's seats, positioned for easy access to all controls by both front-seat occupants during typical fire-department emergency driving. Enclosed console must be securely mounted to steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the transmission hump between the driver's and front passenger's seats. The siren controller must be enclosed and mounted securely inside the console using an equipment bracket specific to the proposed controller as furnished by the manufacturer of the enclosed console. Similarly, proper equipment brackets and sufficient mounting space must be provided for the later installation of two Motorola XTL-5000 one-piece radios with standard control heads. Enclosed center console may be an adaptation of OEM center-console components provided the siren and radios can be properly enclosed. Console area must provide three individually fused 12-volt power points, two cup holders and an armrest, either through use of OEM center-console components or through the addition of these items into the enclosed center console. Three microphone clip brackets must be provided to facilitate the later mounting of microphone clips to the sides of the enclosed center console.

6.80.14. A Havis "DS.CFX2.Z2.HGS" CFX2 docking plate customized for Chicago Fire Department usage with Panasonic Toughbook laptop computer must be installed on a swiveling mounting system installed to the passenger side of the enclosed center console. Mounting system must provide for easy access to the computer and all components mounted in the enclosed center console by the driver and must include a telescoping pole affixed to the side of the enclosed center console together with an extendable tilt/swivel adapter mounted to the top of the pole.

6.80.15. A wide-band, dual-band VHF and UHF two-way radio antenna (the STI-CO "ROOF-NT-VHF/UHFM" is one example) must be installed on the vehicle's roof to an NMO mount with dual 25-foot RG-58 cables with soldered mini-UHF connectors, each of which is suitable for coverage of the public-safety portion of its respective band. Cables must be run to the enclosed center console.

6.80.16. A Motorola "HAF4016A" quarter-wave 800-MHz antenna must be installed on roof to a 3/4" NMO mount and RG58A/U cable with a soldered connector run to trunk area for connection to mobile data modem.

6.80.17. A Trimble "TrimFleet" GPS/AVL system compatible with existing City of Chicago infrastructure must be installed in the rear cargo area. System must consist of a Trimble "62950-00" device with a Trimble "32455-00" antenna kit. Antenna must be mounted on the vehicle's roof and run to the device. Device must be connected to power and other inputs per the manufacturer's installation instructions. Device serial power cable, with extension, must be run to the center console area for connection to the computer docking plate.

6.80.18. Three 15-amp ignition-hot power center fuses (I-1, I-2 and I-3) and three 20-amp battery-hot fuses must be designated for later communications equipment installation. From these fuses and ground terminals, continuous lengths of 10-gauge wire (battery-hot and grounds) and 12-gauge wire (ignition-hot) must be run to the enclosed center console with 24" of extra length coiled there. Communications equipment cable ground wire must be connected to a power-center ground terminal.

6.80.19. Pro Charging Systems "DeltaVolt" 15-amp battery charger must be mounted under the hood and connected to the chassis battery. Pro Charging Systems remote charge indicator panel must be surface-mounted on the streetside front fender. Kushmaul "Super Auto-Eject" power plug must be installed next to the remote charge indictor and connected to the A/C input on the charger.

6.80.20. One Streamlight "Firebox Vehicle Mount System," orange in color, must be installed in a to-be-determined location in the vehicle, subject to approval of the Department of Fleet and Facility Management.

6.80.21. One Optronics "BlueEye KB-4001" 400,000 candlepower, glare-free, handheld spotlight, hard-wired to ignition power in the center console area (local installation acceptable). The exact location and mounting method are subject to approval by the Department of Fleet and Facility Management prior to installation.

6.81. BID LINE #41: CUSTOM PAINT

6.81.1. Units ordered with this Bid Line must be painted a custom paint color or colors other than those colors available from the vehicle manufacturer at a regular production option (local painting acceptable). Custom paint color will be specified by the Department of Fleet and Facility Management at the time of vehicle order.

6.82. BID LINE #42: AUTOMATED LICENSE PLATE READER SYSTEM

6.82.1. Units ordered with this Bid Line must be furnished with the following items to provide a complete automated license plate recognition system (local installation acceptable):

6.82.2. Federal Signal/PIPS "SLATE 810NM" standard two-camera ALPR package including two cameras with cables and brackets;

6.82.3. Motorola "MW810" mobile workstation, mounted in the rear cargo area, optimized by Motorola for use with the Federal Signal/PIPS two-camera ALPR package, including Intel Core 2Duo, 250GB hard disk, 2GB RAM, GPS, WLAN, Verizon WWAN, ALPR expansion board and ALPR camera splitter cable;

6.82.4. All applicable software licenses for the supplied hardware and software, including the Federal Signal/PIPS PAGIS license, Windows XP SP3 Professional and any necessary security dongles;

6.82.5. Motorola 12.1" XGA display with 1200 NIT touch-screen display and keyboard mounted in the center console area, positioned for easy viewing and access by both front-seat occupants, utilizing appropriate cables for connection to mobile workstation;

6.82.6. Antennas for WLAN and Verizon WWAN installed on roof and connected to mobile workstation;

6.82.7. Two Motorola "HAF4016A" quarter-wave 800-MHz antennas installed on roof to 3/4" NMO mounts and RG58A/U cable with soldered connectors run to rear cargo area for connection to later-installed mobile data modem;

6.82.8. DB-9 serial cable, male to female, run inside the rear cargo area for connection between mobile workstation and later-installed mobile data modem;

6.82.9. Steel platform, tunnel plate or factory center console providing a secure, flat, heavy-duty base above the transmission hump between the driver's and front passenger's seats; and

6.82.10. Fixed, non-tilting, non-rotating, non-pivoting riser post and bracketry specific to the specified display and keyboard (examples are available from Havis and Gamber-Johnson) bolted to the heavy-duty base providing secure, heavy-duty mounting for the display and keyboard.

6.82.11. Mounting system must allow for the positioning of the display and keyboard above the centerline of the vehicle, tight against the center portion of the instrument panel, between the driver and front passenger but slightly offset to the passenger side.

6.82.12. Mounting system must secure the display and keyboard in a position out of the airbag deployment zones and must not prevent ready access to essential vehicle controls and displays.

6.83. BID LINE #43: CITATION PRINTER SYSTEM

6.83.1. Units ordered with this Bid Line must be furnished with the following items to provide a complete citation printer system (local installation acceptable):

6.83.2. Zebra "R4D-0U0A000N-10" four-inch thermal printer mounted in a locking vehicle cradle in the front console area;

6.83.3. Zebra "AK18666-2" USB to RG-45 cable;

6.83.4. Zebra "P1003772-004" open-terminal battery eliminator;

6.83.5. E-Seek "M-250" combination magnetic-stripe and 2D-bar-code reader mounted near the printer cradle;

6.83.6. E-Seek "CN6000" USB/power cable;

6.83.7. Trimble/APS "SmartConnect" printer-control module with serial cable run to center console area for connection to laptop docking plate;

6.83.8. Trimble/APS "SmartSwipe" card-reader-control software suitable for use with Microsoft Windows; and

6.83.9. All additional Trimble/APS and other hardware, software and licenses necessary to form a complete and working citation printer system compatible with existing Chicago Police Department hardware and software and suitable for use with Trimble/APS "QuickForm" and "QuickTicket."

6.84. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the bid if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

7. PROPOSAL PAGES

DO NOT SUBMIT BID PRICING WITH YOUR BID.

City of Chicago
Catalog RFQ - Lines by Group

RFQ Header Information

Please Respond By
RFQ Number 3822
Ship To Location 040- ADMIN
For More Information Please Contact MICHAEL SMITH
312-744-4910

RFQ Description POLICE VEHICLES
Special Instructions
Your Quote is Effective as of
RFQ Status Active

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type VEHICLES/HEAVY EQUIPMENT (CAPITAL)
Target Market NO
Advertise Date
WEB BID Edit Rules GROUP

Specification 98480
Procurement Type BID
Bid Deposit Required YES

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	4.20 %
Women Owned Business Enterprise	Target Percentage Rate	1.10 %

City of Chicago

Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Goods	0700655010	07006	AUTOMOBILES, POLICE, MARKED & UNMARKED - PURSUIT SEDAN	GROUP A	Each	1500	$ 23,248.00	(N/A)	$ 34,872,000.	(N/A)	
2	Catalog Line	0609998100	06099	PARTS, CAPTIVE OR ACCESSORY, (O.E.M.) - OEM OPTIONS, MARKUP OVER DEALER INVOICE	GROUP A	Mark Up	$ 2000000	(N/A)	2.4%	$ 2,048,000.		
3	Catalog Line	06099.89	06099.89	PARTS, MECHANICAL AND ELECTRICAL - MARK-UP NOT TO EXCEED 7%.	GROUP A	Mark Up	$ 600000	(N/A)	5.2%	$ 631,200.		
4	Work Services	9284757300	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	GROUP A	Hour	12000	$ 81.00	(N/A)	$ 972,000.	(N/A)	
5	Work Services	9284757301	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	GROUP A	Hour	100	$ 110.00	(N/A)	$ 11,000.00	(N/A)	
6	Work Services	9284757970	92847	VEHICLE REPAIRS - TRANSPORTATION OF EQUIPMENT FOR SERVICE	GROUP A	Each	600	$ 84.5	(N/A)	$ 50,700.00	(N/A)	
7	Goods	6807201020	68072	PRISON EQUIPMENT, CELL BLOCK & ACCESSORIES - PRISONER-TRANSPORT PROVISIONS, POLICE PURSUIT SEDAN	GROUP A	Each	1000	$ 1,385.51	(N/A)	$ 1,385,510.00	(N/A)	
8	Goods	0555793001	05557	LIGHTS, PARTS AND ACCESSORIES, MISC. - MARKED POLICE LIGHTING PACKAGE, POLICE PURSUIT SEDAN	GROUP A	Each	1100	$ 1,544.65	(N/A)	$ 1,699,115.00	(N/A)	
9	Goods	0555793003	05557	LIGHTS, PARTS AND ACCESSORIES, MISC. -UNMARKED POLICE LIGHTING PACKAGE, POLICE PURSUIT SEDAN	GROUP A	Each	350	$ 1,816.75	(N/A)	$ 635,862.50	(N/A)	
10	Goods	0557926200	05579	SIRENS, HORNS & BACK-UP ALAMS - STANDARD SIREN CONTROLLER, POLICE PURSUIT SEDAN	GROUP A	Each	1000	$ 910.00	(N/A)	$ 910,000.00	(N/A)	
11	Goods	0557926210	05579	SIRENS, HORNS & BACK-UP ALAMS - HANDHELD SIREN CONTROLLER, POLICE PURSUIT SEDAN	GROUP A	Each	100	$ 628.10	(N/A)	$ 62,810.00	(N/A)	
12	Goods	0557926220	05579	SIRENS, HORNS & BACK-UP ALAMS - UNDERCOVER SIREN CONTROLLER, POLICE PURSUIT SEDAN	GROUP A	Each	300	$ 499.10	(N/A)	$ 149,730.00	(N/A)	
13	Goods	0555793045	05557	LIGHTS, PARTS AND ACCESSORIES, MISC. - MIRROR LIGHTS, POLICE PURSUIT SEDAN	GROUP A	Each	1000	$ 583.10	(N/A)	$ 538,100.00	(N/A)	

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
14	Goods	0555470100	05554	SPOTLIGHTS, VEHICLE - SPOTLIGHT, POLICE PURSUIT SEDAN	GROUP A	Each	2500	$ 310.90	(N/A)	$ 777,250.00	(N/A)	
15	Goods	0557510100	05575	REEL ASSEMBLY, VEHICLE MOUNTED - COMPUTER PREP PACKAGE, POLICE PURSUIT SEDAN	GROUP A	Each	1000	$ 1,514.90	(N/A)	$ 1,514,900.00	(N/A)	
16	Goods	0553510300	05535	GLOBAL POSITIONING SYSTEMS FOR TRACKING VEHICLES - AVL SYSTEM, POLICE PURSUIT SEDAN	GROUP A	Each	1400	$ 471.20	(N/A)	$ 659,680.00	(N/A)	
17	Goods	8407077002	84070	VIDEO RECORDING SYSTEM AND AUDIO EQUIPMENT (IN-CAR) - CAMERA SYSTEM, POLICE PURSUIT SEDAN	GROUP A	Each	1000	$ 6926.44	(N/A)	$ 6,926,440.00	(N/A)	
18	Goods	0557402005	05574	RACKS, VEHICLE(GUN,HAT,ETC) - WEAPON LOCK, POLICE PURSUIT SEDAN	GROUP A	Each	1400	$ 509.10	(N/A)	$ 712,740.00	(N/A)	
19	Goods	0555793005	05557	LIGHTS, PARTS AND ACCESSORIES, MISC. -UNMARKED FIRE LIGHTING PACKAGE, POLICE PURSUIT SEDAN	GROUP A	Each	25	$ 7,458.32	(N/A)	$ 186,458.00	(N/A)	
20	Goods	5509247040	55092	IDENTIFIER, VEHICLE LICENSE - AUTOMATED LICENSE PLATE READER SYSTEM	GROUP A	Each	15	$ 21,000.00	(N/A)	$ 315,000.00	(N/A)	
21	Goods	5508086190	55080	CUSTOMER FLOW MANAGEMENT SYSTEM - CITATION PRINTER SYSTEM	GROUP A	Each	100	$ 3,065.13	(N/A)	$ 306,513.00	(N/A)	
					Group	GROUP A		Total Group Extended Price		$ 56,365,008.50		
22	Goods	0718005121	07180	SPORT UTILITY VEHICLE - POLICE SUV	GROUP B	Each	1500	$	(N/A)	$	(N/A)	
23	Catalog Line	0609998100	06099	PARTS, CAPTIVE OR ACCESSORY, (O.E.M.) - OEM OPTIONS, MARKUP OVER DEALER INVOICE	GROUP B	Mark Up	$ 2000000	(N/A)		$		
24	Catalog Line	06099.89	06099.89	PARTS, MECHANICAL AND ELECTRICAL - MARK-UP NOT TO EXCEED 7%.	GROUP B	Mark Up	$ 600000	(N/A)		$		
25	Work Services	9284757300	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	GROUP B	Hour	12000	$	(N/A)	$	(N/A)	
26	Work Services	9284757301	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	GROUP B	Hour	100	$	(N/A)	$	(N/A)	

City of Chicago
Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
27	Work Services	9284757970	92847	VEHICLE REPAIRS - TRANSPORTATION OF EQUIPMENT FOR SERVICE	GROUP B	Each	600	$	(N/A)	$	(N/A)	
28	Goods	6807201022	68072	PRISON EQUIPMENT, CELL BLOCK & ACCESSORIES - PRISONER-TRANSPORT PROVISIONS, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	1000	$	(N/A)	$	(N/A)	
29	Goods	0555793002	05557	LIGHTS, PARTS AND ACCESSORIES, MISC. - MARKED POLICE LIGHTING PACKAGE, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	1100	$	(N/A)	$	(N/A)	
30	Goods	0555793004	05557	LIGHTS, PARTS AND ACCESSORIES, MISC. -UNMARKED POLICE LIGHTING PACKAGE, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	350	$	(N/A)	$	(N/A)	
31	Goods	0557926205	05579	SIRENS, HORNS & BACK-UP ALAMS - STANDARD SIREN CONTROLLER, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	1000	$	(N/A)	$	(N/A)	
32	Goods	0557926215	05579	SIRENS, HORNS & BACK-UP ALAMS - HANDHELD SIREN CONTROLLER, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	100	$	(N/A)	$	(N/A)	
33	Goods	0557926225	05579	SIRENS, HORNS & BACK-UP ALAMS - UNDERCOVER SIREN CONTROLLER, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	300	$	(N/A)	$	(N/A)	
34	Goods	0555793035	05557	LIGHTS, PARTS AND ACCESSORIES, MISC. - MIRROR LIGHTS, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	1000	$	(N/A)	$	(N/A)	
35	Goods	0555470200	05554	SPOTLIGHTS, VEHICLE - SPOTLIGHT, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	2500	$	(N/A)	$	(N/A)	
36	Goods	0557510110	05575	REEL ASSEMBLY, VEHICLE MOUNTED - COMPUTER PREP PACKAGE, AWD POLICE PURSUIT UTLITY VEHICLE	GROUP B	Each	1000	$	(N/A)	$	(N/A)	
37	Goods	0563510400	05535	GLOBAL POSITIONING SYSTEMS FOR TRACKING VEHICLES - AVL SYSTEM, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	1400	$	(N/A)	$	(N/A)	
38	Goods	8407077005	84070	VIDEO RECORDING SYSTEM AND AUDIO EQUIPMENT (IN-CAR) - CAMERA SYSTEM, AWD POLICE PURSUIT UTILITY VEHICLE	GROUP B	Each	1000	$	(N/A)	$	(N/A)	

Run Time: 11/10/11 09:31:21

8. BID DATA PAGES

Bidder is required to complete the appropriate information for the Police Vehicles proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data sheets, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A".

8.1. PERSON TO CONTACT REGARDING THIS BID

NAME: Marjorie Urnaza PHONE: 708-203-1230

TITLE: Fleet Manager FAX: 815-401-5954

COMPANY: Metro Ford Sales & Service, Inc. E-MAIL: murnaza@comcast.net

ADDRESS: 6455 S. Western Ave.

Chicago, IL 60636

8.2. MAKES AND MODELS PROPOSED, POLICE-PURSUIT SEDAN:

2013 FORD Police Interceptor (P2L)

8.3. MAKES AND MODELS PROPOSED, AWD POLICE-PURSUIT UTILITY VEHICLE:

2013 FORD Utility Police Interceptor (K8A)

8.4. MANUFACTURER, MANUFACTUER'S DISTRIBUTOR/SERVICE REPRESENTATIVE

INDICATE IF YOU ARE:

MANUFACTURER	YES: ____	NO: X
MANUFACTURER'S EXCLUSIVE DISTRIBUTOR*	YES: ____	NO: X
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: X	NO: ____
MANUFACTURER'S AUTHORIZED SERVICE REPRESENTATIVE*	YES: X	NO: ____

* If an exclusive or authorized manufacturer's distributor, manufacture's service representative, or manufacturer's authorized service representative; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

8.5. LICENSED NEW VEHICLE DEALER

INDICATE IF YOU ARE:

LICENSED NEW VEHICLE DEALER ** YES: X NO: _____

** If a licensed new vehicle dealer, bidder is to provide a copy of their current Registration for Authority to Deal in Vehicles, as issued by the Illinois Secretary of State, with the bid.

8.6. WARRANTY

At a minimum, the specified unit(s) and all mounted/furnished equipment must be warranted against defective design, material or workmanship to the full extent of the respective Original Equipment Manufacturer's standard published warranty.

The bidder will indicate, below, the length of warranty coverage offered for each item and/or components furnished under this specification. In the event of conflict between the warranty information specified by the Contractor and the respective Original Equipment Manufacturers standard warranty, the warranties deemed most advantageous to the City will control.

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A".

Component/Feature	Minimum Acceptable Coverage	Proposed Coverage
Complete base unit	Full 3 years/36,000 miles parts & labor	3YRS / 36,000 Miles
Drivetrain	Full 5 years/60,000 miles parts & labor	5YRS / 36,000 Miles 5YRS/100,000Miles Power TrainServ Contr
Emissions	As required by federal law	YES
Rust-through	Full 5 years/100,000 miles parts & labor	5YRS/Unlimited Miles
LED lighting	Full 5 years parts & labor	5YRS PARTS & LABOR
Non-OEM accessories	Full 1 year parts & labor	1YR Parts & LABOR
Other	Full 1 year parts & labor	1YR Parts & Labor

8.7. TRAINING OFFERED:

Will provide training as specified and available.

8.8. LOCATION OF REPAIR AND MAINTENANCE SHOP(S)

Metro Ford Sales & Service 6455 S Western Ave Chicago IL 60636

8.9. REFERENCES:

Bidder must be in the business of selling new vehicles and demonstrate sufficient capacity to furnish the Police Vehicles as specified herein. Therefore, upon request of the Chief Procurement Officer or authorized representative, the Bidder, must submit a listing of previous and current contracts similar in size and scope as the required services. At a minimum, the list must include the following information:

9'd 1-815-401-5964

CERTIFICATE OF AUTHORITY

Jesse White
Secretary of State
State of Illinois

DEALER DL2702

DRS 8500009890

VOID AFTER DECEMBER 31, 2012

CORPORATION

MILLIGAN JR,PATRICK,
MILLIGAN,PATRICK,M

METRO FORD SALES & SERVICE INC

6455 S WESTERN AVE
CHICAGO IL 60636

Type of Vehicles Dealt In FORD REPAIRER

Principal Place of Business 6455 S WESTERN AVE CHICAGO IL 60636

Supplemental Certificate Numbers NONE

Now, therefore, I, Jesse White, Secretary of State of the State of Illinois, do hereby license the aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st day of December, 2012 unless this license is revoked before the date as provided.

WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 15TH DAY OF NOVEMBER, 2011

Jesse White

Secretary of State

Illinois Business Authorization

METRO FORD SALES & SERVICE INC

6455 S WESTERN AVE
CHICAGO IL 60636-2409

Loc. Code: 016-0001-1-001
Chicago (Cook)
Cook County

Certificate of Registration

Expiration date:

12/31/12

Sales and use taxes and fees (1787-7628)

Director
DEPARTMENT OF REVENUE
Issued Date: 12/19/07

2013 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

WARRANTY INFORMATION

WARRANTY INFORMATION - 2013 Fleet/Non-Retail K8A AWD 4dr

WARRANTY
<<< PRELIMINARY 2013 WARRANTY >>>

Basic:
3 Years/36,000 Miles

Drivetrain:
5 Years/60,000 Miles
5 Years/100,000 Miles ESP Powertrain Service Contract Coverage

Corrosion:
5 Years/Unlimited Miles

Roadside Assistance:
5 Years/60,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 203.0, Data updated 12/13/2011 2:55:00 PM
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

2013 Fleet/Non-Retail Ford Sedan Police Interceptor 4dr Sdn FWD P2L

WARRANTY INFORMATION

WARRANTY INFORMATION - 2013 Fleet/Non-Retail P2L 4dr Sdn FWD

WARRANTY
<<< PRELIMINARY 2013 WARRANTY >>>

Basic:
3 Years/36,000 Miles

Drivetrain:
5 Years/60,000 Miles
5 Years/100,000 Miles ESP Powertrain Service Contract Coverage

Corrosion:
5 Years/Unlimited Miles

Roadside Assistance:
5 Years/60,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 203.0, Data updated 12/13/2011 2:55:00 PM
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XFINITY Connect

murnaza@comcast.net

± Font Size -

City of Chicago Bid - Addendum # 1, Change #1 EPA Fuel Economy Listing

From : Don Dewar (D.C.) <ddewar2@ford.com>

Mon, Dec 19, 2011 04:21 PM

Subject : City of Chicago Bid - Addendum # 1, Change #1 EPA Fuel Economy Listing

[illegible] EPA ratings for the 2013 Police Interceptor Sedan and Utility, Police Ford Motor Company's ESTIMATED fuel economy ratings using EPA testing protocol. As these are estimates, all ratings are subject to revision, pending release of EPA Fuel Economy numbers for all models.

	City	Hwy	Comb.
PI FWD Sedan	18	26	21
PI AWD Utility	16	21	18

Donald C. Dewar, N.C. Region Govt. Acct. Mgr.
Ford North American Fleet, Lease and Remarketing Opns.
Phone: 317-514-1363
Fax: 888-231-0378
ddewar2@ford.com

Chicago Bid Addendum Number 1, Specification Number 98480, Subsection 4 of Section 6.22

From : Don Dewar (D.C.) <ddewar2@ford.com> Fri, Dec 16, 2011 10:51 PM

Subject : Chicago Bid Addendum Number 1, Specification Number 98480, Subsection 4 of Section 6.22

To : 'murnaza@comcast.net' <murnaza@comcast.net>

To: Chief Procurement Officer, City of Chicago
Ref: Specification Number 98480, Change #2 addressing Subsection 4 of Section 6.22

Ford Motor Company plans to produce the Ford Police Interceptor Utility and Police Interceptor Sedan in a design substantially similar to that proposed to the City of Chicago to the bidder, for the term of the Police Vehicle Contract. Ford Motor Company reserves the right to change or update these plans at any time over the term of the contract for any reason, without any penalty or other repercussion to Ford Motor Company or its dealers.

Sincerely,

Donald C. Dewar, N.C. Region Govt. Acct. Mgr.
Ford North American Fleet, Lease and Remarketing Opns.
Phone: 317-514-1363
Fax: 888-231-0378

1. COMPANY: _____
   ADDRESS: _____
   CONTACT: _____
   CONTACT PHONE (____) _____
   DESCRIPTION OF WORK: _____
   _____
   DATE(S) WORK PERFORMED: _____
   DOLLAR VALUE OF WORK: $_____

2. COMPANY: _____
   ADDRESS: _____
   CONTACT: _____
   CONTACT PHONE (____) _____
   DESCRIPTION OF WORK: _____
   _____
   DATE(S) WORK PERFORMED: _____
   DOLLAR VALUE OF WORK: $_____

3. COMPANY: _____
   ADDRESS: _____
   CONTACT: _____
   CONTACT PHONE (____) _____
   DESCRIPTION OF WORK: _____
   _____
   DATE(S) WORK PERFORMED: _____
   DOLLAR VALUE OF WORK: $_____

4. COMPANY: _____
   ADDRESS: _____
   CONTACT: _____
   CONTACT PHONE (____) _____
   DESCRIPTION OF WORK: _____
   _____
   DATE(S) WORK PERFORMED: _____
   DOLLAR VALUE OF WORK: $_____

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning bidder's record of past performance.

The Bidder's failure to furnish the above information, upon request, will result in the disqualification of the Bidder.

8.10. COMMENTS, IF ANY, TO PROVISION(S) OF THE GENERAL CONDITIONS:

Section No.: _____ Description: _____

Section No.: _____ Description: _____

8.11. COMMENTS, IF ANY, TO PROVISION(S) OF THE SPECIAL CONDITIONS:

Section No.: _____ Description: _____

Section No.: _____ Description: _____

8.12. COMMENTS, IF ANY, TO PROVISION(S) OF THE DETAILED SPECIFICATIONS:

Section No.: _____ Description: _____

Section No.: _____ Description: _____

9. AFFIDAVIT OF CHICAGO BUSINESS

If this is a competitively bid Contract, a Chicago business preference may be applicable. Failure to complete and submit this form with the bid at the time of Bid Opening will be cause for rejection of the bid for being non-responsive.

1. Is bidder a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language?
   (X) Yes ( ) No

2. Street address of principal place of business:
   6455 S. WESTERN AVE.
   Chicago IL 60636

3. Does the bidder have meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago? (X) Yes ( ) No

4. Does the bidder report to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force? (X) Yes ( ) No

5. Does the bidder hold appropriate City of Chicago business license(s) (if such license(s) are required for the business)? (X) Yes ( ) No ( ) License(s) are not required for the business

6. Is bidder subject to City of Chicago taxes? (X) Yes ( ) No

7. How many persons are currently employed by bidder? 49

8. How many of bidder's current employees work at City of Chicago locations? 49

Signed: [signature]

Printed Name: Patrick Milligan Jr

Title: President

County of Cook

State of IL

Acknowledged under oath on (date) 11-13-11

Before me by Patrick Milligan Jr

As (title) President

of (firm) Metco Ford

Notary Public Signature: [signature]

OFFICIAL SEAL
DIANA LADUCA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/15/11

(Seal)

Commission Cook County Expires: 11-15-11

10. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

10.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Proposer must prepare an online EDS prior to the bid opening date.

A PROPOSER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

1. Filing an "EDS Information Update" does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
2. Filing an EDS in a hard copy or paper copy form does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
3. Filing an EDS for another mater (different bid, contract, etc.) does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
4. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

10.2. ONLINE EDS WEB LINK

The web link for the Online EDS is [illegible]

10.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: 98480-26681

10.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 26681
Certificate Printed on: 12/09/2011

Date of This Filing:12/09/2011 03:40 PM
Original Filing Date:12/09/2011 03:40 PM

Disclosing Party: METRO FORD SALES & SERVICE
Filed by: MARGE URNAZA

Title:FLEET MANAGER

Matter: POLICE VEHICLES
Applicant: METRO FORD SALES & SERVICE
Specification #: 98480
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://webapps.cityofchicago.org/EDSWeb 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.

10.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

_____ 1. Invitation number, if you were provided an invitation number.

_____ 2. EDS document from previous years, if available.

_____ 3. Email address to correspond with the Online EDS system.

4. Company Information:

_____ a. Legal Name

_____ b. FEIN/SSN

_____ c. City of Chicago Vendor Number, if available.

_____ d. Address and phone number information that you would like to appear on your EDS documents.

_____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

10.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

_____ 1. Invitation number, if you were provided with an invitation number.

_____ 2. Site address that is specific to this EDS.

_____ 3. Contact that is responsible for this EDS.

_____ 4. EDS document from previous years, if available.

5. Ownership structure, and if applicable, owners' company information:

_____ a. % of ownership

_____ b. Legal Name

_____ c. FEIN/SSN

_____ d. City of Chicago Vendor Number, if available.

_____ e. Address

_____ 6. List of directors, officers, titleholders, etc. (if applicable).

_____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

1. Contract related information (if applicable):

_____ a. City of Chicago contract package

_____ b. Cover page of City of Chicago bid/solicitation package

_____ c. If EDS is related to a mod, then cover page of your current contract with the City.

2. List of subcontractors and retained parties:

_____ a. Name

_____ b. Address

_____ c. Fees – Estimated or paid

- Registration fees may be charged to the department's education and professional development accounts (Account 0169) at the discretion of the department head.
- Meals included in conference registration fees will be charged to Account 0169.
- Every effort should be made to take advantage of early registration discounts.

j. Travel by City of Chicago Consultants or Contractors
- Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
- Travel by non-employees at the invitation of the City (i.e. candidates for employment, speakers) must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses incurred not any flat per diem.
- Travel by City employees to consultant's location prior to approved contract is prohibited.

k. Non-Reimbursable Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:
- Additional charges for room upgrades or special "club" floors.
- Alcoholic beverages
- Coat check services
- Entertainment, including but not limited to in-room movies
- Late check-out and guarantee charges
- Parking or moving violation tickets
- Personal services (i.e. barber, shoe shine, health club, massage)
- Spousal expenses
- Toiletries
- Travel accident insurance
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

4. Travel Reimbursement Rates

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II, III and IV are not all inclusive. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

12. CITY OF CHICAGO MULTI-PROJECT LABOR AGREEMENT (PLA)

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation, and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint .Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the- event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently

negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph I above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors; agree that a final and binding resolution of the dispute shall be resolved as follows:

    A. Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a find and binding decision and determination as to the jurisdiction of work.)

    B. If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

    C. If no settlement agreement is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V. VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement,

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona tide, provable past experience, in the building and construction industry.

    The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the 'Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1,2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January I, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

_____

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of

_____

(Insert Name of Labor Organization)

Its Duly Authorized Officer

For appendices as provided in the agreement, please the website, http://www.cityofchicago.org/pla.

12.1. SIGNATORY UNIONS

Boilermakers Local 1

Bricklayers and Allied Crafts Local 21
Ceramic Title & Terrazzo
Pointers, Cleaners, Caulkers
BAC Administrative Council #1 of IL

Chicago Regional Council of Carpenters
Carpenters Local Union #13
Carpenters Local include: **1**, 10, 13, 54, 58, 62, 74 (Lathers), 80, 141, 181, 272, 434, 578, 839, 1027, 1185, 1307, 1539, 1693 (Millwrights) – City of Chicago Local in **Bold**.

Cement Masons Local 502

IBEW, Local 134

Elevator Constructors, Local 2

Operating Engineers, Local 150

Heat and Frost Insulators, Local 17

Iron Workers District Council of Chicago and Vicinity

Architectural Iron Workers, Local 63

Bridge & Structural Iron Workers, Local 1

Machinery Movers, Riggers & Machinery Erectors, Local 136

Construction & General Laborers' District Council of Chicago and Vicinity
Laborers Locals include: Locals One, 2, 4, 5, 6, 25, **76**, 118, 225, 269, **1001**, **1092** – (City of Chicago Local in **Bold**).

Machinists, Local 126

Painters' District Council No.14

Glaziers Local 27

Sign, Display, Pictorial Artists, and Allied Workers Local 830

Plasters Local 5

Plumbers Local 130

United Union of Roofers, Waterproofers & Allied Workers Local #11

Sheet Metal Workers Local 73

Sprinkler Fitters Local 281

Teamsters Local 731

13. EXHIBIT ONE – SAMPLE REVERSE AUCTION SERVICE PROVIDER AND REVERSE AUCTION PARTICIPANT'S AGREEMENT

13.1. PGGI REVERSE AUCTION PARTICIPANT'S TERMS AND CONDITIONS

The following is the Agreement that the Reverse Auction Participant must enter into with PGGI in order participate in the Reverse Auction. The City is not a party to this agreement.

Peralta Garcia Government Innovations ("PGGI") does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge PGGI, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from PGGI. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and PGGI is in no way a party to or responsible for the performance of such agreement. Therefore:

1. PGGI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND

2. PGGI FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE PERALTA GARCIA GOVERNMENT INNOVATIONS ("PGGI") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("SOLUTION") FOR THE PURPOSE OF PARTCIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EProcureLive website by the use of a password(s) and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new "Reverse Auction Participant's Terms and Conditions". PGGI reserves the right to terminate your access to the Solution or any of its services at any time, if PGGI shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, PGGI shall notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, PGGI will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. PGGI will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. PGGI shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

a. Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 Business Days in advance of a scheduled event
b. Selecting appropriate procurement opportunities to participate
c. Preparing and assuring the completeness of any bids, quotes or proposals
d. Submitting any bids, quotes or proposals electronically within the buyer established deadlines
e. Maintaining with the Buyer, the security and the integrity of the bid procurement process
f. Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
g. Compliance with all applicable legal requirements
h. Establishing and adhering to the terms and conditions of buyer contracts
i. Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that PGGI's responsibilities are, but not limited to, the following:
a. Clarifying buyer needs and specifications to the supplier
b. Assisting in the completion of a comprehensive Bid Package
c. Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
d. Participating in any Pre-bid Conference(s)
e. Conducting the electronic bid event and providing help desk support during the event

3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. PGGI makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. PGGI recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. PGGI does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. PGGI recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.

5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. PGGI is not responsible for such unauthorized use of the Solution.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against PGGI as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services PGGI provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST PGGI RELATED TO YOUR USE OF THE SOLUTION.

8. Virus. You hereby agree PGGI will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it remains as such. If PGGI suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify PGGI against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. PGGI uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to PGGI and a new password will be assigned for your use. PGGI does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by PGGI. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. The transaction fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Fee to PGGI if you are the awarded supplier. Said Fee will be assessed to the awarded supplier at the rate of one (1.0) percent or a maximum of $40,000, whichever is less, of the awarded price. Fees will be billed and are to be paid to PGGI by the awarded supplier in the following manner:

Term Contracts and service bids resulting in monthly or recurring transactions will be billed quarterly on the estimated purchase amount with payment due net 15; the initial quarterly payment will be billed and due with the first shipment or performance. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

One-Time Purchases will be billed upon issuance of a Purchase Order by an Initiator payable net 15.

Construction or Public Works Purchases will be billed upon awarded supplier's mobilization, receipt of a notice to proceed, mobilization payment or contract execution, whichever is earlier. Fee is due in its entirety net 15.

Awarded Suppliers shall make payment via either check or wire. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

Suppliers will insure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to PGGI for the Fee. Because these fees are expected to be INCLUDED in your pricing, these fees shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions in their entirety.

12. Disclosures. You acknowledge by using the Solution, you agree to provide PGGI accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to PGGI immediately upon becoming aware of such information and PGGI relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. Privacy Policy. You hereby acknowledge PGGI has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. PGGI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

    The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

    If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold PGGI responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. Reselling or Transfer. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. Access to Internet. You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. PGGI is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.

17. Links to Other Sites. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under PGGI's control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by PGGI, and PGGI is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. Copyright – How you May Use the Content of the Solution. The content of this Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by PGGI and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of PGGI, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

19. Framed Links. You may not create framed links to the Solution without express written permission from PGGI.

20. Modification. PGGI, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on PGGI's website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. Non-Circumvention. You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to PGGI the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and PGGI regarding the submission of quotations and subsequent pricing before and during the auction event.

22. Governing Law. This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to or application of its conflict of laws principles.

23. Partial Enforceability. If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. Headings. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

13.2. SAMPLE REVERSE AUCTION CONFIGURATION

The following is a sample Reverse Auction Configuration the will be provided to the Reverse Auaction Participant prior to the Reverse Auction.

Start Date:	3/23/2010
Start Time	2:00pm CST
Scheduled Length	30 Minutes
	Your bid must be at or below the opening price, cannot tie any bid, and each subsequent bid must be at least the minimum bid decrement below your last bid for your bid to be accepted.
	Auction in which only your rank in relation to the lead bid is revealed. Bidder names, companies and bids will remain anonymous to other bidders.
Bid Ceiling Price	No
Minimum bid decrement	$10.00
Prices?	Please factor any rebates into your auction bid amounts.
	60 days from the end date of the auction
	RFQ
	Set to 3-minutes
	Refer to your Vendor Application Approval e-mail or Login at http://ra.eprocurelive.com
	330.931.4687 or via email at [illegible]eprocurelive.com
	The bidding event has one Lot with 1 line item. The line item has an open amount that will be discussed in training. A bid must be placed at or below the opening amount please remember no ties are allowed. A transaction fee will be assessed to the awarded supplier at the rate of three (3.0) percent of the awarded price.
Training available?	Yes, training is available from PGGI and is highly recommended. Our solutions manager, will provide you with detailed instructions for using the website and the online bidding tools. The solution manager will also provide optimal bidding tips. The training session is conducted over the phone and is scheduled according to your convenience. The training session will take only 10-15 minutes. If you have not already been contacted or have scheduled training just call us when you are ready to schedule the training session. 330.931.4687

13.3. PGGI REVERSE AUCTION RULES

1. I (Reverse Auction Participant) understand the auction configuration parameters as they are displayed in the section, entitled, "Reverse Auction Configuration."

2. I acknowledge that I have received and fully understand the training and I am capable of bidding in the online event. If someone else is designated by me to bid in this event, I take responsibility for that bidder's capabilities, will notify PGGI, and I acknowledge that this Agreement will apply to the designated bidder.

3. I understand that I should not attempt to troubleshoot any **technical problems** on my own, especially problems I am experiencing in the auction and that I should call PGGI IMMEDIATELY at 330-931-4687.

4. I understand that if I encounter any **difficulties in placing a bid** that I am to contact PGGI via phone immediately and that, if necessary, PGGI will assist me in placing a bid. I understand that adequate time must be provided to PGGI to assist me and agree that PGGI is not liable if I am unable to place a bid for any reason before the online bid closes.

5. I understand that the **official auction clock** is maintained by PGGI's server and due to Internet connection speeds the auction clock on my computer may vary. For this reason, it is important that I submit my bid with ample time remaining in the auction to prevent late bids from being rejected due to the lag in connection speeds and clock times. Ultimately, PGGI's server is the official clock and by following instructions in this document, I will minimize the possibility that my intended bid will not be accepted.

6. I understand that there are **extensions** built into this auction event in order to allow fair and ample opportunity for all bidders to counter last-minute bids. This is done to leverage Internet connection speeds. If a bid is placed within the last 3 minutes of the auction the clock will reset to 3 minutes until no further bids are placed and the time expires.

7. I understand that I **should not wait until the last 60 seconds** of an auction to place a bid. I also understand that by waiting until the last 60 seconds to place a bid I risk problems associated with Internet transmission speeds and take the chance of having my bid rejected. I agree that neither PGGI nor the Buyer using the online auction for purchases is responsible or liable if my bid is submitted too late or improperly and is not accepted by the software.

8. I understand that in some cases, an **auction might be re-opened** if technical issues prevented a bidder or bidders from placing bids and those issues were brought to PGGI's attention immediately. I acknowledge that a re-opening decision will be at the discretion of PGGI and the Buyer. Due to the possibility of a re-opening, I understand that I should remain logged on and attentive to the PGGI Auctions site until a broadcast message announces the bid has officially closed.

9. I understand that PGGI is under **no obligation to re-open** an auction for a bidder to place a bid for any reason, particularly if a bidder does not contact PGGI immediately after attempting to place a rejected bid.

10. I understand that there may be an **opening price** in the auction and that I cannot place a bid higher than this price. This price represents the maximum allowable price that the system will accept in the auction.

11. I understand that an established **reserve price** may have been set in the auction and that this price reflects the price at or below which the Buyer intends to award the bid. I do not know this price, but there will be indication on my screen when the reserve has been met. I also understand that if this price is not met during the auction, the Buyer retains the right to not award the bid.

12. I understand that the Buyer has **the right to reject any and all bids** and that possessing the low bid in the auction does not necessarily guarantee that the low bidder will be awarded.

13. I understand that there is a **minimum bid decrement** and that I must bid according to this decrement for my bid to be accepted. In a Dynamic Reverse Formatted Auction, this means that each subsequent bid I make must be the minimum bid decrement less than my last bid or lower. In an English Reverse Formatted Auction, this means that each subsequent bid I make must be at least the minimum bid decrement less than the leading bid.

14. I understand that I should review all **Bid Package** files/documents uploaded to the Bid Manager Event or provided by the Bid Manager

15. I understand that if I do not place a **test bid** in the training auction (using the same machine I will use for the live auction), PGGI will not provide assistance, including placing bids on my behalf (proxy bidding) should I experience technical problems before or during the auction.

16. I understand that PGGI recommends I make the following **precautions** to avoid any technical issues during the auction:
    a. I should arrange for another computer to act as a backup in case something happens to my computer during the auction. I should log into **http://ra.eprocurelive.com** prior to the live auction and place test bids in the training auction using this backup computer to make sure it will function properly in case it needs to be used as a back up during the live auction.
    b. I should make sure no other programs are running during the auction to prevent my computer from running slowly and not getting my bid submitted in time.

17. I understand that important changes to the configuration of the auction or terms of the bid may be made after this communication is sent and that I must review all Bid Manager messages, emails, calls, and auction site broadcast messages sent from PGGI and the Buyer carefully and diligently.

14. EXHIBIT TWO – ADDITIONAL AGREEMENT PROVISIONS

ADDITIONAL AGREEMENT PROVISIONS
U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE GRANT

Contractor must comply with the additional requirements associated with the grant funds from which the City makes payments to Contractor for the provision of goods or services under this Contract. Such additional requirements are set forth below and in the grant agreement attached in Exhibit ____. Contractor warrants and represents that, with respect to any grant funds, neither Contractor nor any of Contractor's employees, agents or subcontractors of any tier will act or fail to act in any way that would cause the City to violate the grant agreement set forth in Exhibit ___.

1. Reporting Expenditures and Access to Records

1.1. Contractor agrees that all Recovery Act Representatives (as such term is defined below) are authorized: (1) to examine any records of the Contractor of any of its Subcontractors that directly pertain to, and involve transactions relating to, the Contract or any subcontract; and (2) to interview any officer or employee of the Contractor or any of its Subcontractors regarding such transaction. As used herein, the term "Recovery Act Representatives" means the Comptroller General and any of his representatives, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) or any other official authorized with such powers under the Recovery Act.

1.2. Contractor acknowledges that, due to some or all of the Contract being funded by the Recovery Act, the City has certain reporting obligations under the Recovery Act, including without limitation, under Section 2, Division A., Title XII, Section 1201 and Title XV, Section 1512 of the Recovery Act. In order that the City may fulfill its reporting obligations under the Recovery Act, to the maximum extent possible, Contractor agrees to, and agrees to require all of its Subcontractors to, respond promptly to all information requests by the City in the manner and on the timeframe that the City requests. Such requested information may include that relating to the number of jobs created, directly or indirectly.

1.3. Contractor agrees to register with the Central Contractor Registration database or complete other registration requirements as determined by the Director of the Office of Management and Budget, each as may be required by Section 2, Division A., Title XV, Section 1512(h) of the Recovery Act.

2. Prevailing Wage

All laborers and mechanics employed by Contractor on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specific in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 1345 of title 40 United States Code.

3. Buy American

Contractor agrees that if any part of this Agreement is funded by Recovery Act funds for the construction, alteration, maintenance or repair of a public building or public work, all of the iron, steel and manufactured goods used in the project shall be produced in the United States, unless Contractor has met one of the exceptions listed in the "Buy American" provisions set forth in Section 2, Division A., Title XVI, Section 1605 of the Recovery Act.

4. Employ American Workers

Contractor agrees that, if it is receiving any funding under title I of the Emergency Economic Stabilization Act of 2008 (Public Law 110-343) or Section 13 of the Federal Reserve Act (12 U.S.C. 342 et. seq.), it shall not hire any nonimmigrant described in Section 101(a)(15)(h)(i)(b) of the Immigration and Nationality Act unless it is in compliance with the requirements for an H-1B dependent employer (as defined in the Immigration and Nationality Act), as required by Section 2, Division A., Title XVI, Section 1611 of the Recovery Act.

5. Homeland Security

Contractor agrees that, if it is receiving any funding appropriated or otherwise available to the Department of Homeland Security, such funds shall not be used to purchase any textiles or clothing items that do not meet the requirements of Section 2, Division A., Title VI, Section 604 of the Recovery Act.

6. Whistleblower Protections

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the Recovery Act.

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

7. Certification and Restrictions on Lobbying (28 CFR 69)

A. Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. In addition, no part of federal appropriated funds will be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the federal appropriated funds will be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

4. Contractor must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. 1352.

B. This Agreement is subject to the restrictions on lobbying found in both 28 CFR 69 and Section 503 of Public Law 105-78. Section 503 provides, in part:

1. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.

2. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

8. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 and the implementing regulations at 2 C.F.R. 180, Contractor certifies that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by an federal department or agency;

(ii) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and

(iv) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

If Contractor is unable to certify to any of the statements in this Section, Contractor must attach an explanation.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction.

9. Drug-Free Workplace

Contractor will provide a drug free workplace by provision and enforcement of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The Contractor's policy of maintaining a drug free workplace;
   3. Any available drug counseling, rehabilitation and employee assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
   1. Abide by the terms of the statement, and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the Department in writing within ten calendar days after receiving notice under sub-paragraph d(2) from an employee or otherwise receiving actual notice of such conviction.

f. Taking one of the following actions, within thirty calendar days of receiving notice under sub-paragraph d(2), with respect to any employee who is convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement and/or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

10. Intellectual Property

A. Patents and Copyrights

The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation:

i. the copyright or patent in any work developed under this Agreement; and

ii. any rights of copyright or patent to which Contractor purchases ownership with the funds awarded pursuant to this Agreement.

If the federal government determines that a patent or copyright which is developed or purchased by Contractor serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, will vest in the federal government.

Any discovery or invention arising out of, or developed in conjunction with, the Services must be promptly and fully reported to the City for a determination as to whether patent protection on the invention or discovery should be sought. The DOJ will also determine how its rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, dated August 23, 1971, and statement of Government Patent Policy, as printed in 36 FR 16839). Government-wide regulations have been issued at 37 CFR Part 401 by the Department of Commerce.

B. Hold Harmless

Unless prohibited by state law, upon request by the federal government, Contractor must indemnify, save, and hold harmless the City and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Agreement.

11. Compliance with Accessibility Laws

Contractor warrants that all services and programs produced under this Agreement comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990,42 U.S.C. § 12101 et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. If the above cited standards are inconsistent, Contractor must comply with the standard providing greater accessibility.

12. No Federal Obligations to Third Parties

Contractor agrees that, without the express written consent of the federal government, the federal government is not subject to any obligations or liabilities to Contractor or any other person not a party to the grant agreement between the City and the federal government. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, agreement, or contract, the federal government continues to have no obligations or liabilities to any party, including Contractor.

13. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by federal statute or regulations, Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

14. Acknowledgment of Funding Sources

A. Contractor may not make any public announcement with respect to the Services without the prior written approval of the City. Contractor must conspicuously acknowledge the co-sponsorship of the City on all promotional materials including, but not limited to, brochures, flyers, written or electronic public notices, news releases, public service announcements, acknowledgments at any special events intended to

promote the Services, or solicitation of the private sector. Contractor must not attribute any statement to the City without the City's prior written approval.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use within the City, must contain the following information in a conspicuous place on the front of the report, map or document:

i. the name of the City of Chicago;
ii. the month and year of preparation; and
iii. the name of the project.

B. Also, if Contractor is expending federal funds under this Agreement, Contractor, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, must clearly state:

i. the percentage of the total costs of the program or project which will be financed with federal money;
ii. the dollar amount of federal funds for the project or program; and
iii. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Such statement must not represent or suggest in any way that the views expressed are those of the federal government.

C. Contractor must submit to the City, copies, the number of which will be specified by the City, as well as a computer diskette in Corel or compatible format, of any final reports, publications, etc., and the master tape and/or electronic file for any video, CD or DVD products developed or describing programs or projects funded in whole or part with Office of Justice Program Funds 45 days prior to release. Any such publication or product must contain the following statement:

"This program was supported by Grant #_____, awarded by _____, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

15. Equal Employment Opportunity Program

Contractor must (a) comply with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 CFR 42.301 through 28 CFR 42.308, and (b) submit to the Office of Civil Rights, DOJ, Findings of Discrimination (see 28 CFR 42.205(5) or 28 CFR 31.202(5)).

16. Audits

If Contractor is a not-for-profit corporation and is expending federal funds under this and other agreements totaling $300,000 or more during its fiscal year, it must submit an audit conducted in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-07), OMB Circular A-133 (entitled "Audits of States, Local Governments and Non-Profit Organizations"), the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting requirements required by the City. If an A-133 audit is required, that audit must cover the time period specified by OMB Circular A-133 and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the Term of this Agreement.

If Contractor is a for-profit entity, then it is subject to the annual audit requirements under generally accepted government auditing standards (Government Auditing Standards) promulgated by the Comptroller General of the United States (for-profit entities). Contractor acknowledges that the City may perform, or cause to be performed, various

monitoring procedures relating to Contractor's award(s) of federal funds, including, but not limited to, "limited scope audits" of specific compliance areas. Contractor must submit the audit reports to the City within 6 months after the end of the audit period. Contractor must submit the audit, within this time frame, to the Department and to:

City Department of Finance
Internal Audit
Audit Compliance Unit

33 North LaSalle Street, Room 800
Chicago, Illinois 60602.

If an OMB Circular A-133 audit is required, Contractor also must send a copy of the audit, within the time frame indicated in Sec. 320 of OMB Circular A-133, to:

Federal Audit Clearinghouse Bureau of the Census 1201 E. 10th Street Jeffersonville, IN 47132

Further, Contractor must submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings will be submitted to the aforementioned parties.

The City retains its right to independently audit Contractor.

If Contractor is found in non-compliance with these audit requirements, by either the City or any federal agency, Contractor may be required to refund financial assistance received from the City or the applicable federal agency(ies).

17. Records

In accordance with the requirements set forth in 28 CFR Parts 66 and 70, Contractor must retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for at least 5 years after the City and, if applicable, the federal government determines that Contractor has met all closeout requirements for this Agreement, and will make them accessible to audit, examination, inspection, copying, excerpts, abstracting and transcription. Contractor must make access to any pertinent books, documents, papers, or other records available to the City, the awarding agency, the United States Comptroller General, the DOJ Office of the Inspector General, the Comptroller General of the United States, or any of their authorized representatives, at reasonable times during the performance of its Services. The right of access set forth in this Section is not limited to the required retention period but lasts as long as the records are retained.

If Contractor conducts any business operations separate from the Services using any personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make available to the City and the U.S. Comptroller General detailed records supporting Contractor's allocation of the costs and expenses attributable to any such shared usages.

Contractor must maintain books, records, and documents, and will adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable OMB Circulars A-21, A-87, A-102, A-I 10, A-122 and A-133.

Contractor's failure to maintain any books, records and supporting documents required by this Section will establish a presumption in favor of the City for the recovery of any funds paid under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

No provision in this Agreement granting the City a right of access to records and documents impairs, limits or affects any right of access to such records and documents that the City would have had in the absence of such provisions.

18. Compliance with all Laws and Regulations

Contractor must comply with all the provisions of the DOJ regulations, all other federal, state and local laws, ordinances and executive orders relating to this Agreement, currently in effect and hereafter amended, included but not limited to the following:

- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment

Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969,42 U.S.C. pars. 4321 et seq.; and Environmental Protection Agency regulations (40 CFR Chapter 1).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973,42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974,42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968,42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq. Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966,42 U.S.C. pars. 3301 et seq. Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of
- 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 Limited English Proficiency Resource Document: Tips and Tools from the Field;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title DC of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- Contract Work Hours and Safety Standards Act 40 U.S.C. §§ 327-333

The mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

In the event that any court or administrative agency makes a finding of discrimination after a due process hearing on grounds of race, color, religion, national origin, sex, or disability against Contractor, Contractor agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Program, 810 7th Street, NW, Washington, D.C. 20531. Contractors must also provide the Office of Civil Rights with an Equal Employment Opportunity Program, if required to maintain one, where the award is $500,000 or more. Contractor further agrees that it will not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it will comply with all provisions of the Discriminatory Club Act, 775 ILCS 25.

15. PROPOSAL EXECUTION PAGES

15.1. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. 98480 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) ____1____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: Metro Ford Sales & Service Inc
(Print or Type)

SIGNATURE OF PRESIDENT*: (Or Authorized Officer)
(Signature)

TITLE OF SIGNATORY: Pres
(Print or Type)

BUSINESS ADDRESS: 6455 S Western Ave, Chi, IL, 60636
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST:
(Corporate Secretary Signature) (Affix Corporate Seal)

State of Illinois County of Cook

This instrument was acknowledged before me on this 13 day of Nov, 2011 by Patrick Milligan as President (or other authorized officer) and President as Secretary of Metro Ford (Corporation Name).

(Seal)

Diana Laduca
Notary Public Signature

Commission Expires: 11-15-11

OFFICIAL SEAL
DIANA LADUCA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/15/11

15.2. PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received Specification No. 98480 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____ Commission Expires: _____ (Seal)

15.3. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. 98480 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP
(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20___ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

15.4. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No. 98480 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

_____
(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20___ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

15.5. PROPOSAL ACCEPTANCE BY CITY

Contract No.: 26234

Specification No.: 98480

Vendor Name: METRO FORD

Total Amount (Value): $ 55, 365, 008.50 D.A.R.

Fund Chargeable: 011 0C33 040 2035 2300 220450 23000134 and Various

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Rahm Emanuel by SRP 4/20/12
Mayor Date

Comptroller 2/29/12 Date

Chief Procurement Officer Date

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 26681

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

METRO FORD SALES & SERVICE, INC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

6455 S WESTERN AVE
CHICAGO, IL 60636
United States

C. Telephone:

708-203-1230

Fax:

D. Name of contact person:

MARGE URNAZA

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

POLICE VEHICLES - GROUP A - SEDANS

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

98480

Contract (PO) Number

26234

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

DELAWARE

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

No

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Mr. PATRICK MILLIGAN Sr
Title:	VICE PRESIDENT
Role:	Officer
Officer/Director:	Mr. PATRICK MILLIGAN Jr
Title:	PRESIDENT
Role:	Officer

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited lability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Mr. PATRICK MILLIGAN Jr - 51%
- Mr. PATRICK MILLIGAN Sr - 49%

Owner Details

Name	Address
Mr. PATRICK MILLIGAN Jr	6455 S WESTERN AVE CHICAGO, IL 60636 United States
Mr. PATRICK MILLIGAN Sr	6455 S WESTERN AVE CHICAGO, IL 60636 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	CHICAGO PARTS & SOUND LLC
Anticipated/ Retained:	Anticipated
Business Address:	1150 LIVELY BLVD ELK GROVE VILLAGE, IL 60007 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	29.6%

Estimated/Paid:	Estimated
Name:	J. PALUMBO DBA A PERSONNEL COMMITMENT
Anticipated/ Retained:	Anticipated
Business Address:	223 W JACKSON BLVD SUITE 1220 CHICAGO, IL 60606 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	1.2%
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement

or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

Yes

A. CERTIFICATION REGARDING LOBBYING

1.a Are there any persons who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

1.c. Are there any legal entities who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her

lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

I certify to the above.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

I certify to the above.

4. The Disclosing Party certifies that either:

i. it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 or
ii. it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

I certify to the above.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

I certify to the above.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Not applicable because disclosing party has fewer than 50 employees

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

No

Explain:

WE EMPLOY FEWER THAN 50 PEOPLE.

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in

the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the

Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If needed you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 03/07/2012
MARGE URNAZA
FLEET MANAGER
METRO FORD SALES & SERVICE, INC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

City of Chicago The City of Chicago's Official Site

City of Chicago

Vendor, Contract and Payment Information

Vendor, Contract and Payment Search Home

Search Options Page
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Department of Procurement Services

Department of Finance

FAQ

Contact Info

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Print Version

Contract Details

Contract (PO) Number:	26234
Specification Number:	98480
Award Date:	04/25/2012
Original Award Amount:	Up To $55,365,008.50
Current Award Amount	**Up To $55,365,008.50** View Payment Details
Vendor Name:	METRO FORD INC Show all contracts for this vendor | Show all disclosures for this vendor
Description:	POLICE VEHICLES - GROUP A - SEDANS
Buyer Name:	
Target Market:	No

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
26234	26234 - D1	04/25/2012	04/25/2012	04/24/2017	Up To $55,365,008.50

EXHIBIT 4

General Conditions

GENERAL CONDITIONS
SUPPLY/SERVICE

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GENERAL CONDITIONS
SUPPLY/SERVICE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**
Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

1) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**
In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured
Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers
All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09; Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.
A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Contractors.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

GC-41 FEDERAL CLAUSES (CON'T.)

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

GC-41 FEDERAL CLAUSES (CON'T.)

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

GC-41 FEDERAL CLAUSES (CON'T.)

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability acct, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under

consideration for inclusion on the List.

GC-41 FEDERAL CLAUSES (CON'T.)

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

GC-41 FEDERAL CLAUSES (CON'T.)

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

GC-41 FEDERAL CLAUSES (CON'T.)

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-41 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 FEDERAL CLAUSES (CON'T.)

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GC-41 FEDERAL CLAUSES (CON'T.)

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

EXHIBIT 5

Evidence of Insurance

Policy Number:

Date Entered: 01/01/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/1/2013

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).

PRODUCER Hicks Insurance 19144 S. 88th Ave Mokena, IL 60448 708-532-7474	CONTACT NAME: PHONE (A/C, No, Ext): (708)389-8625 FAX (A/C, No): (708)389-8630 E-MAIL ADDRESS: debbie@lucas-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto-Owners Insurance Co. - H	
INSURED Metro Ford Sales & Service, Inc. 6455 S. Western Chicago, IL 60636	INSURER B: Technology Insurance Co. - MVP	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		124604-07042895-12	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ $ $1,000,000 $1,000,000 $1,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			49-042-895-00	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			49-042895-01	1/1/2013	1/1/2014	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3305981	1/1/2013	1/1/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Additional insured applied to General Liability, Auto/Garage Liability, Umbrella follows form.
Additional Insured: City of Chicago

CERTIFICATE HOLDER

Cook County Government
Office of the Chief Procurement Officer
118 N Clark St., Room 1018
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

Mike Cardilli

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EXHIBIT 6

Cook County Board Authorization

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

5.10.12

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Chicago Parts & Sound

Address: 1150 Lively Blvd. Elk Grove Village, IL 60007

E-mail: Jackie@clickoneps.com

Contact Person: Jaqueline Lederer Phone: 630-350-1500

Dollar Amount Participation: $ 908,589.28

Percent Amount of Participation: 29.60% %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: A Personnel Commitment DBA J. Palumbo Inc.

Address: 223 W. Jackson Blvd. Suite 1220 Chicago IL 60606

E-mail: Jil-Ann@apersonnelcommitment.com

Contact Person: Jil-Ann Palumbo Phone: 312-251-5151

Dollar Amount Participation: $ 36,834.70

Percent Amount of Participation: 1.20% %

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X No ____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Chicago Parts & Sound Certifying Agency: City of Chicago

Address: 1150 Lively Blvd Certification Expiration Date: 4-1-13

City/State: Elk Grove Zip 60007 FEIN #: 26-0013875

630 350 1503

Phone: _____ Fax: 6303500178 Contact Person: Jaqueline Lederer

Email: Jackie@clickonetops.com Contract #: 98488

Participation: [ ] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[ ] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

automotive Parts & Service

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Jacqueline Lederer	Marjorie Urnaza
Print Name	Print Name
Chicago Parts & Sound, LLC	Metro Ford Sales & Service
Firm Name	Firm Name
3/6/13.	3/13/13
Date	Date

Subscribed and sworn before me

this 6th day of MARCH, 20 13.

Notary Public Larry Kachka

SEAL

LARRY KACHKA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 11, 2016

Subscribed and sworn before me

this 13th day of March, 2013.

Notary Public Gale Paterson

SEAL

"OFFICIAL SEAL"
Gale Paterson
Notary Public, State of Illinois
My Commission Expires 6/20/2016

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Chicago Parts & Sand, LLC Contract # 13-30-003

Address 1150 lively Blvd City Elk Grove Village

County DuPage State IL Zip 60007

Phone 630 350 1100 Email Jackie@clickoncps.com

I Jackie Lederer, President
(Print Name) (Print Title)

of Chicago Parts & Sand, LLC do hereby affirm:
(Name of Firm)

1. Chicago Parts & Sand, LLC is a Minority and/or Women Business Enterprise
(Name of Firm)
currently certified by the City of Chicago, WBDC/WBENC or CMSDC as:

[ ] Black [X] Hispanic [ ] Asian [X] Woman

2. With respect to Chicago Parts & Sand LLC, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Chicago Parts & Sand, LLC
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Jackie Lederer affirm that, to the best of my
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature [signature] *Title* President *Date* 3.13.13

Subscribed and sworn to before me this 14th day of March (Month), 2013 (Year)

[signature]
(Notary's Signature)

Notary's Seal

LARRY KACHKA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 11, 2016

My Commission Expires 12-11-2016

Revised 2/21/2013

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Jacqueline M Lederer
Chicago Parts & Sound, LLC DBA CPS COMPANIES/CPS MICHIGAN/CPS PDS
1150 Lively
Elk Grove Village, IL 60007

Annual Certificate Expires: February 1, 2013

Dear Jacqueline M Lederer:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **February 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD <u>if you fail to</u>:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by

121 NORTH LASALLE STREET, ROOM 403, CHICAGO, ILLINOIS 60602

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Chicago Parts & Sound, LLC DBA CPS COMPANIES/CPS MICHIGAN/CPS PDS

Page 2

falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

AUTOMOTIVE PARTS & ACCESSORIES DISTRIBUTOR AND SUPPLIER; AUTOMOTIVE INSTALLATION/REPAIRS OF ELECTRONICS; AUDIO/VIDEO

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

121 NORTH LASALLE STREET, ROOM 403, CHICAGO, ILLINOIS 60602

Vendor Profile: Certifications

Help & Tools

Business Name: **Chicago Parts & Sound, Llc, DBA CPS COMPANIES/CPS MICHIGAN/CPS PDS**

Main | General Info | Public Profile | Users | Commodity Codes | Contacts | Employees | Certifications | Contracts | Workforce Composition/EEO | Questionnaires |

Apply for Certification

Current Certifications

Type	Action	Effective	Renewal	Expiration	Organization	Reviewer	Actions
MBE	No Change Affidavit	1/17/2012	4/1/2013	4/1/2013	City of Chicago	Felicia Hinton	View
WBE	No Change Affidavit	1/17/2012	4/1/2013	4/1/2013	City of Chicago	Felicia Hinton	View

Applications

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Received & In Process	4411559	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 11/23/2012 Submitted: 11/23/2012 Received: 12/10/2012	Jacqueline M Lederer	View
Processing Complete, Decision Made	2324066	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 11/21/2011 Submitted: 11/21/2011 Received: 11/28/2011	Jacqueline M Lederer	View
Processing Complete, Decision Made	2146457	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 1/27/2011 Submitted: 1/27/2011 Received: 1/31/2011	Jacqueline M Lederer	View

Pending/In Process Certifications

Type	Action	Application Date	Organization	Reviewer	Actions
MBE	Recertification/ Renewal/ Annual	12/19/2012	City of Chicago	Angela Thomas	

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COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: A Personnel Commitment Certifying Agency: Cook County / City of Chicago

Address: 223 W. Jackson Blvd #1225 Certification Expiration Date: 4-2013 under renewal

City/State: Chicago IL Zip: 606606 FEIN #: 36-3961882

Phone: 312-251-5151 Fax: 312-251-5154 Contact Person: Jil-Ann Palumbo

Email: Jil-Anne apersonnelcommitment.com Contract #: ~~312-251-5151~~ 98480

Participation: [✓] Direct [ ] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

[✓] No [ ] Yes – Please attach explanation Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Supply additional staff as needed including temporary staff or provide search services for full time related staff. Staff augmentation

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all blocks under Description of Service/ Supply and Fee/Cost were completed.

Jil-Ann Palumbo	Marjorie Unaza
Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Jil-Ann Palumbo	Marjorie Unaza
Print Name	Print Name
A Personnel Commitment	Metro Food Sales & Service
Firm Name	Firm Name
3-7-2013	3/13/13
Date	Date

Subscribed and swom before me
this 7th day of March 20 13
Notary Public: Tracy Young
SEAL

OFFICIAL SEAL
TRACY YOUNG
Notary Public - State of Illinois
My Commission Expires Apr 21, 2014

Subscribed and swom before me
this 13th day of March 20 13
Notary Public: Gale Paterson
SEAL

"OFFICIAL SEAL"
Gale Paterson
Notary Public, State of Illinois
My Commission Expires 6/20/2016

CITY OF CHICAGO

OFFICE OF COMPLIANCE

December 14, 2011

Jil-Ann Palumbo
A Personnel Commitment DBA J. Palumbo, Inc
223 West Jackson Blvd. Suite 1220
Chicago, IL 60606-6908

Annual Certificate Expires: January 1, 2013

Dear Jil-Ann Palumbo:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **January 1, 2014.**

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **January 1, 2013.** Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women A

Personnel Commitment DBA J. Palumbo, Inc

Business Enterprises in the specialty area(s) of:

HUMAN RESOURCES CONSULTING, EMPLOYMENT AGENCIES AND TEMPORARY HELP SERVICES AND STAFFING

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Michael Chambers
Senior Compliance Officer

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1st Dist.	Bridget Gainer	10th Dist.
Robert Steele	2nd Dist.	John P. Daley	11th Dist.
Jerry Butler	3rd Dist.	John A. Fritchey	12th Dist.
William M. Beavers	4th Dist.	Lawrence Suffredin	13th Dist.
Deborah Sims	5th Dist.	Gregg Goslin	14th Dist.
Joan P. Murphy	6th Dist.	Timothy O. Schneider	15th Dist.
Jesus G. Garcia	7th Dist.	Jeffrey R. Tobolski	16th Dist.
Edwin Reyes	8th Dist.	Elizabeth Ann Doody Gorman	17th Dist.
Peter N. Silvestri	9th Dist.		

COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

February 6, 2013

Jil-Ann Palumbo
A Personnel Commitment
223 W. Jackson BLVD, Suite 1220
Chicago, IL 60606

Re: **Cook County MBE/WBE/VBE Certification Extension**

Dear Ms. Palumbo:

Please be advised that your status as a certified Minority Business Enterprise **(MBE)**, Women's Business Enterprise **(WBE)** and/or Veteran Business Enterprise **(VBE)** has been extended until **April 30, 2013**.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE** Program.

In responding to procurement opportunities, as evidence of your current **MBE/WBE/VBE** certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Paulette Brooks at (312) 603-5502.

Sincerely,

Paulette Brooks
Interim Contract Compliance Director

PB/ek

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☒ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

40% ___ % of Reduction for MBE Participation
___ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☒ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)** * SEE Below

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

* The main portion of the bid is vehicles which Come as a finished product from the Factory. I utilized minority businesses where possible

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

_____

_____

_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

b) If yes, list business addresses within Cook County:

_____

Metro Ford 6455 S. Western Ave. Chicago IL 60636
Sales & Service

_____

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

_____

_____

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Metro Ford Sales & Service D/B/A: _____ EIN NO.: 36-3335075

Street Address: 6455 S. Western Ave

City: Chicago State: IL Zip Code: 60636

Phone No.: 708-203-1230

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Patrick Milligan Jr.	6455 S. Western Ave Chgo, IL 60636	51%
Patrick Milligan Sr.	6455 S. Western Ave Chgo IL 60636	49%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Patrick Milligan
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

X
Signature

2-7-13
Date

E-mail address

Phone Number

Subscribed to and sworn before me
this 7th day of February 2013

X Gale Paterson
Notary Public Signature

My commission expires:

"OFFICIAL SEAL"
Gale Paterson
Notary Public, State of Illinois
My Commission Expires 6/20/2016
Notary Seal

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Patrick M. Milligan Jr Title: President

Business Entity Name: Metro Food Sales & Service Phone: 773-776-7600

Business Entity Address: 6455 S. Western Ave Chicago IL 60636

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

If more space is needed, attach an additional sheet following the above format.

X There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature — Date: 2-7-13

Subscribe and sworn before me this 7th Day of February, 2013

a Notary Public in and for Will County

Gale Paterson
(Signature)

NOTARY PUBLIC SEAL

"OFFICIAL SEAL"
Gale Paterson
Notary Public, State of Illinois
My Commission Expires 6/20/2016

My Commission expires 6/20/2016

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Metro Ford Sales & Service

BUSINESS ADDRESS: 6455 S. Western Ave

Chicago IL 60636

BUSINESS TELEPHONE: 708-203-1230 FAX NUMBER: 815-401-5954

CONTACT PERSON: Marge Uonaza

FEIN: 36-3335075 *IL CORPORATE FILE NUMBER: 53697321

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Patrick Milligan Jr. VICE PRESIDENT: Patrick Milligan Sr.

SECRETARY: Patrick Milligan Jr. TREASURER:

**SIGNATURE OF PRESIDENT:

**ATTEST: (CORPORATE SECRETARY) Vice President

Subscribed and sworn to before me this

14th day of March, 2013

X Gale Paterson
Notary Public Signature

My commission expires: 6/20/16

"OFFICIAL SEAL"
Gale Paterson
Notary Public, State of Illinois
My Commission Expires 6/20/2016
Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Not Required

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 21 DAY OF March, 2013.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER:
13-30-003

OR

ITEM(S), SECTION(S), PART(S):

TOTAL AMOUNT OF CONTRACT: $ 3,119,394.25
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 20 2013

COM

APPROVED AS TO FORM:

Not Required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)