

CONTRACT FOR SERVICE
CONTRACT NO: 1545-14490
FOR
CREW CAB DUMP TRUCKS
BETWEEN



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

AND

PATSON, INC. DBA TRANS CHICAGO TRUCK COMPANY
(Based on City of Chicago Contract No. 21404)

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 29 2015

CONTRACT FOR SERVICE

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Attachment 1 City of Chicago Contract (Contract No. 21404)

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 Patson, Inc. dba Trans Chicago Truck Group, doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor".

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 ("the City") solicited a formal Bid process for Crew Cab Dump Trucks and the Contractor was identified as the qualified and best value provider for the supplies; and

Whereas, the City of Chicago ("the City") entered into a contract on May 6, 2010 for the provision of services by the Contractor for the City relative to Crew Cab Dump Trucks ("the City Contract"); a copy of which is attached hereto as "Attachment 1" for reference purposes only, but such attachment is not made part of or incorporated into this Agreement.

Whereas, the County wishes to leverage the procurement efforts of the City; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Patson, Inc. dba Trans Chicago Truck Group, herein after the "Contractor"; and

Whereas, the County, through the Cook County Department of Transportation and Highways, desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the Crew Cab Dump Trucks, incorporated as Exhibit 1, Cook County Requirements and;

Whereas, the Contractor warrants that it is ready, willing and able to deliver these supplies set forth in Exhibit 1, Cook County Requirements and Price Proposal, 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 Attachment 1, Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective August 15, 2015 through August 14, 2017 and include two, one-year renewal options after proper execution of the contract documents by the County; and

Whereas, the charges for this Contract shall not exceed \$458,407.50 and Contractor shall be paid in accordance with GC-04.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor 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 Cook County Requirements and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 4 Electronic Payment Program
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6 Economic Disclosure Statement

Attachment 1

The following document is attached to this agreement for reference purposes only.

Attachment 1 City of Chicago Contract (Contract No. 21404)

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GENERAL CONDITIONS

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GENERAL CONDITIONS**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims 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.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 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-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies 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 Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

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 (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GENERAL CONDITIONS**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 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 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-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GENERAL CONDITIONSGC-09 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 Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. 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-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract 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.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the 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 the 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 the Contract for the benefit of creditors;

GENERAL CONDITIONS

GC-11 DEFAULT (con't.)

8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice 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 provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

Insurance Requirements of the Contractor

No later than 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.

GENERAL CONDITIONS

GC-15 INSURANCE REQUIREMENTS (con't.)

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 performance of 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.

Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

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:

Employers' Liability coverage with a limit of

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The 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:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

(c) **Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability 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

GENERAL CONDITIONS**GC-15 INSURANCE REQUIREMENTS (con't.)****(d) Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

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 and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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.

(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-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, 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 utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual 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 to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GENERAL CONDITIONS

GC-17 COMPLIANCE WITH 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, Affidavits or EDS 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 in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies 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 delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are 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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this contract has a subcontracting goal of not less than twenty five (25%) percent MBE and ten (10%) percent WBE of the Contractor's work to be performed.

- B. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountvil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't)3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountylil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALSA. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

GENERAL CONDITIONS

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies 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, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 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, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
 County of Cook
 Room 1018 County Building
 118 North Clark Street
 Chicago, Illinois 60602
 (Reference County Contract Number)

GENERAL CONDITIONSGC-24 GENERAL NOTICE (con't.)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

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 work products, reviews, recommendations, reports, documents and analyses, 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 work products, reviews, recommendations, reports, documents and analyses 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. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies 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 offering of the proposal, will be considered experimental.

GC-28 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 of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the 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 this Contract 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, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GENERAL CONDITIONSGC-29 QUANTITIES

The quantities of materials required 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 during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. 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 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.

GC-31 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, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, 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-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall 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.

GC-33 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 term or provision.

GENERAL CONDITIONSGC-34 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-35 FORCE MAJEURE

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 and 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-36 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, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (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 United 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.

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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (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 adaptations 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.
- (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.

GENERAL CONDITIONSGC-38 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 Act, 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.

GENERAL CONDITIONSGC-38 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.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (con't.)

- (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:

- (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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

(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.

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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)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.

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.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)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).

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.

GENERAL CONDITIONS

GC-39 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. Specification.
2. General Conditions.

END OF SECTION

CONTRACT NO: 1545-14490

EXHIBIT 1

Cook County Requirements and Price Proposal

COOK COUNTY REQUIREMENTS AND PRICING PROPOSAL

PRICE ADJUSTMENT

For only line items listed, the original prices will be valid 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 appropriation of sufficient funds for the purchase of the equipment provided for this contract, annual price adjustments of the contract unit price(s) may be granted after receipt of a written request from the vendor.

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 material 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 information requested by the Chief Procurement Officer to verify the price change.

If approved by the Chief Procurement Officer, a properly executed contract amendment must be signed by the Contractor and executed by Cook County to reflect the price change and the effective date of the change. Original 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 vehicle provided by the Contractor at a price increase, without a price adjustment approved by the Chief Procurement Officer, is made at the Vendor's risk. Consequently, the Contractor releases Cook County from any liability whatsoever to pay for goods and/or services rendered at a higher rate.

NOTIFICATION

Do not deliver until notified by using department.

PRICE PROPOSAL

Item No. 1.

Dump Trucks- 4 x 2 Diesel Powered Crew-Cab/Chassis. 35,000 GVWR. Complete with 5 CUYD Dump Body, Underbody Hoist and all related componentry.

\$91,949.98/ea.

Item No.2

Electronic Automotive manuals for Crew Cab Dump Trucks.

Line Item No. 1 – 5ea x \$91,494.98 = \$457,494.90

Line Item No. 2 – 5ea. X \$196.52 = \$932.60

Grand Total Price \$458,407.50

EXHIBIT 3

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
 Disqualification
 Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFQ/RFQ No.:		Date:	8/24/2015
Total Bid or Proposal Amount:	\$458,407.50	Contract Title:	Crew Cab Dump Trucks
Contractor:	Patson Inc., dba TransChicago Truck Group	Subcontractor/Supplier/ Subconsultant to be added or substitute:	Knights Body Shop
Authorized Contact for Contractor:	Fred Sang	Authorized Contact for Subcontractor/Supplier/ Subconsultant:	Ann Knight
Email Address (Contractor):	fredsang@transchicago.com	Email Address (Subcontractor):	a-knightsbodyshop@aol.net
Company Address (Contractor):	776 N. York Rd.	Company Address (Subcontractor):	8604 Plainfield Rd.
City, State and Zip (Contractor):	Elmhurst, IL 60128	City, State and Zip (Subcontractor):	Lyons, IL 60534
Telephone and Fax (Contractor):	630-279-0800 630-279-0803	Telephone and Fax (Subcontractor):	708-447-2037 708-447-2696
Estimated Start and Completion Dates (Contractor):	150 Days after award	Estimated Start and Completion Dates (Subcontractor):	N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Painting of Dump bodies and equipment	\$51,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor - Patson Inc., dba TransChicago Truck Group

Name P. Douglas Cayce

Title President

8/24/2015

Prime Contractor Signature

Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
 Disqualification
 Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: 8/24/2015
Total Bid or Proposal Amount: \$458,407.50	Contract Title: Crew Cab Dump Trucks
Contractor: Patson Inc., dba TransChicago Truck Group	Subcontractor/Supplier/ Subconsultant to be added or substitute: Tri-Angle Fabrication & Body Co.
Authorized Contact for Contractor: Fred Seng	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jow Gonzalez
Email Address (Contractor): fredseng@transchicago.com	Email Address (Subcontractor): trianglefab@aol.com
Company Address (Contractor): 776 N. York Rd.	Company Address (Subcontractor): 1344 W. 43rd St.
City, State and Zip (Contractor): Elmhurst, IL 60126	City, State and Zip (Subcontractor): Chicago IL 60609
Telephone and Fax (Contractor): 630-278-0600 630-278-0603	Telephone and Fax (Subcontractor): 773-523-0421 773-523-8802
Estimated Start and Completion Dates (Contractor): 150 Days after award	Estimated Start and Completion Dates (Subcontractor): N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

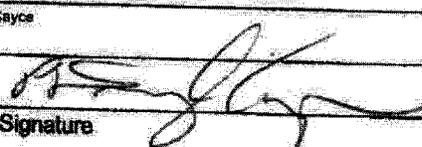
Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Dump Bodies and Lights	\$150,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor: Patson Inc., dba TransChicago Truck Group

Name: P. Douglas Cayce

Title: President

Prime Contractor Signature: 

Date: 8/24/2015

Date:

CONTRACT NO: 1545-14490

EXHIBIT 4

Electronic Payment Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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CONTRACT NO: 1545-14490

EXHIBIT 5

MBE/WBE Utilization Plan

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountylil.gov/contractcompliance)
- 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 below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: 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: Triangle Fabrication & Body Co
 Address: 1377 W. 7430th St Chicago IL 60609
 E-mail: Trianglefab@aol.com
 Contact Person: JOE GONZALEZ Phone: 773 523 2421
 Dollar Amount Participation: \$ 114,602
 Percent Amount of Participation: 25%

*Letter of Intent attached? Yes No
 *Current Letter of Certification attached? Yes No

MBE/WBE Firm: Knight's Body Shop
 Address: 8604 Plainfield Rd Lyons IL 60534
 E-mail: g-knight'sbodyshop@att.net
 Contact Person: ANN Knight Phone: 708 447 2037
 Dollar Amount Participation: \$ 45,841
 Percent Amount of Participation: 10%

*Letter of Intent attached? Yes No
 *Current Letter of Certification attached? Yes No

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Triangle Fabrication

Certifying Agency: County

Contact Person: Joe Gonzalez

Certification Expiration Date: 6/16/15

Address: 1344 W. 43rd St

Ethnicity: Hispanic American

City/State: Chicago Zip: 60609

Bid/Proposal/Contract #: 1545-14490

Phone: 773 523 0421 Fax: 773 523 9802

FEIN #: 36-3245397

Email: Trianglefab@aol.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Direct participation by providing equipment on Truck

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$ 114,602 or 25% D.W.R. PAYMENT WITHIN 30 days

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

JOE GONZALEZ
Print Name

Doug Cayer
Print Name

Triangle Fabrication
Firm Name

Trans Chicago Truck
Firm Name

5/11/15
Date

5/11/15
Date

Subscribed and sworn before me

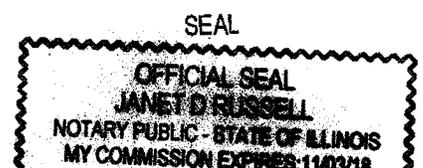
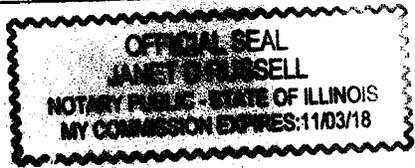
Subscribed and sworn before me

this 11th day of May, 2015.

this 11th day of May, 2015.

Notary Public Janet D. Russell

Notary Public Janet D. Russell





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

June 16, 2014

Mr. Jose Gonzalez
President
Tri-Angle Fabrication & Body Co., Inc.
1344 West 43rd Street
Chicago, IL 60609

Annual Certification Expires: June 16, 2015

Dear Mr. Gonzalez:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise (MBE) by Cook County Government. This MBE Certification is valid until **June 16, 2015**.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a MBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

**TRANSPORTATION: PROVIDE, INSTALL & MOUNT MUNICIPAL EQUIPMENT;
FABRICATION, REPAIR & WELDING OF AUTO, TRUCK & SPECIALIZE BODY EQUIPMENT;
AUTOMOTIVE MECHANICAL ELECTRICAL REPAIR & MAINTENANCE; REGULAR DEALER
AND INSTALLER OF HYDRAULIC LIFTERS, CATCH BASIN CLEANING & SOLID WASTER
EQUIPMENT; PROVIDE & INSTALL EMERGENCY LIGHTING SYSTEMS; SALES PARTS,
SERVICE OF SNOW PLOWERS, SWEEPERS, SPECIALTY & EMERGENCY VECHILE TRUCK
BODIES**

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

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ehw

ONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

AN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

LOTHY O. SCHNEIDER
15th District

FFREY R. TOBOLSKI
16th District

ETH ANN DOODY GORMAN
17th District

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Knights Body Shop

Certifying Agency: Chicago

Contact Person: Ann Knight

Certification Expiration Date: 8/15/17

Address: 8604 Plainfield RD

Ethnicity: White American

City/State: Lyons IL Zip: 60534

Bid/Proposal/Contract #: 1545-14490

Phone: 708 447 2337 Fax: 708 447 2696

FEIN #: 30 - 0138377

Email: a-knightsbodyshop@att.net

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Direct participation by printing of Trucks

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$45,871 or 25% D.U.M. Payment within 30 days of receipt.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Ann Knight
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Ann Knight
Print Name

Doug Cayce
Print Name

Knights Body Shop
Firm Name

TRANS Chicago Truck
Firm Name

5/11/15
Date

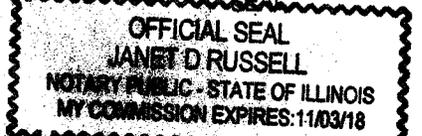
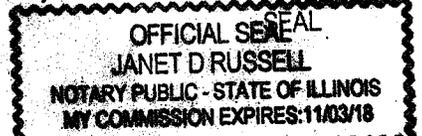
5/11/15
Date

Subscribed and sworn before me
this 11th day of May, 2015.

Subscribed and sworn before me
this 11th day of May, 2015.

Notary Public Janet D. Russell

Notary Public Janet D. Russell



CONTRACT NO: 1545-14490

EXHIBIT 6

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyiil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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. 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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 States 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>NA</u>	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No: ✓

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: ✓

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): NA

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

N/A

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 Applicant certified to all Certifications and other statements contained in this EDS.

1545-14490
TRANS CHICAGO ROCK

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

A 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.

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.

"Person" "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 :

An Applicant for County Action and

A Person 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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: PATSON INC
D/B/A: TRANSCHICAGO TRUCK GROUP FEIN NO/SSN (LAST FOUR DIGITS): 36378663
Street Address: 776 N. YOUNG RD
City: ELMHURST State: IL Zip Code: 60126
Phone No.: 630 279 0600 Fax Number: 630 451 3509 Email: fredsen@transchicago.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

- Sole Proprietor Partnership 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 Person 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
Doug Cayer	776 N York RD Elmhurst IL	100%
Raymond Vins

2. If the interest of any Person 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 No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Doug Cayer	776 N. York RD Elmhurst	President	
Raymond Vins	" " " " "	Vice President	

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved 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.

P. Douglas Cayec
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

dorcayec@TransChicago.com
E-mail address

Pierior
Title

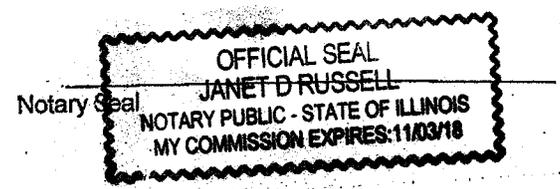
5/11/15
Date

630 279 0600
Phone Number

Subscribed to and sworn before me
this 10 day of MAY, 2015

My commission expires: 11/3/18

X Janet D. Russell
Notary Public Signature





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A.

PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY JATSON INC. D.B.A.

Name of Person Doing Business with the County: Trans Chicago Truck Group

Address of Person Doing Business with the County: 776 N YORK RD

Phone number of Person Doing Business with the County: Elmhurst IL 60126 630 279 0600

Email address of Person Doing Business with the County: dougcajce@transchicago.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Doug Cajce 776 N. York Rd Elmhurst IL 630 279 0600

B.

DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1545-14490

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 458,407.50

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: N/A

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: N/A

C.

DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient _____

Date 5/11/15

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE PAGES 13, 14, & 15

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

PATSON INC, D.B.A.
Trans Chicago Truck Group
Corporation's Name
630 279 0600
Telephone
[Signature]
Secretary Signature

P. Douglas Cayce
President's Printed Name and Signature
doug.cayce@transchicago.com
Email
5/11/15
Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Telephone

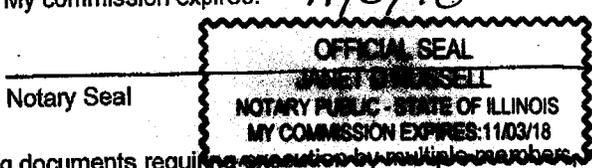
Date

Email

Subscribed and sworn to before me this
11th day of May, 2015

My commission expires: 11/3/18

Janet D. Russell
Notary Public Signature



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CONTRACT NO: 1545-14490

Attachment 1

City of Chicago Contract (Contract No. 21404)

CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION

Copy (Vendor)

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PO START DATE	PO END DATE	PAGE #
12/17/2014	40	21404	59285	50070766	A		5/6/2010	5/5/2016	1

BUYER:

20034 MICHAEL SMITH 312-744-4910

ORDERED FROM:

PATSON DBA TRANSCHICAGO TRUCK
 770 NORTH YORK ROAD (EET)
 ELMHURST, IL 60126

MODIFICATIONS

THIS IS NOT A NEW CONTRACT. THE QUANTITIES, UNIT COSTS AND EXTENDED TOTAL COSTS LISTED BELOW INCLUDE THE ORIGINAL AND ALL MODIFICATIONS TO THIS CONTRACT TO DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

PO DESCRIPTION: CREW CAB DUMP TRUCKS

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	07051/2020	DUMP TRUCKS - 4 X 2 DIESEL POWERED CREW CAB/CHASSIS, 35,000 GVWR, COMPLETE WITH A 6 CUYD DUMP BODY, UNDERBODY HOIST AND ALL RELATED COMPONENTRY	Each	91,494.98
2	7154705511	MANUALS, AUTOMOTIVE - MANUAL SET, ELECTRONIC, FOR CREW CAB DUMP TRUCK	Each	186.52

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order and associated Receipts. Submit the original invoice to the Office of the City Comptroller, Invoice Intake Division, 36 W. LaSalle, Room 700, Chicago, IL 60602.
 Mark all packages and papers with the purchase number. Any deliveries containing over-shipments will be rejected unless otherwise authorized in this purchase.
 This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services, Special Conditions, Disclosures, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

[Vendor, Contract and Payment Search Home](#)

[Back to previous page](#)

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- [Solicitations](#)
- [Bid Tracker](#)
- [Vendor Information](#)
- [Contracts and Awards](#)
- [Disclosures](#)
- [Bid Tabulations](#)
- [Opportunity Take Out List](#)
- [Payments](#)
- [Reported Sub-contractor Payments](#)

Contract Details

Contract (PO) Number: [21404](#)

Specification Number: 69285

Award Date: 05/11/2010

Original Award Amount: Up To \$8,322,000.00

Current Award Amount: **DUR** [View Payment Details](#)

Vendor Name: [PATSON INC](#)
[Show all contracts for this vendor](#) | [Show all disclosures for this vendor](#)

Description: CREW CAB DUMP TRUCKS

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.

[Department of Procurement Services](#)

[Department of Finance](#)

[FAQ](#)

[Contact Info](#)

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
21404	21404 - D1	05/11/2010	05/06/2010	05/05/2013	Up To \$8,322,000.00
	21404 - D2				

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
214046	CREW CAB DUMP TRUCKS		01/17/2013	05/06/2010	05/05/2016	DUR

Contract Summary Sheet

Contract (PO) Number: 21404

Specification Number: 69285

Name of Contractor: PATSON DBA TRANSchICAGO TRUCK

City Department: DEPT OF FLEET MGMT

Title of Contract: CREW CAB DUMP TRUCKS

Term of Contract: Start Date: 5/6/2010

End Date: 5/5/2013

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$8,322,000.00

Brief Description of Work: CREW CAB DUMP TRUCKS

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: 50070766

Submission Date:

5.18.10

VENDOR NO: 50070766

CONTRACT NO: 21404

SPECIFICATION NO.: 69285

RFQ NO.: 3118

CREW CAB DUMP TRUCKS

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM THE START DATE OF THE CONTRACT

STARTING: 5-6-10

THROUGH: 5-5-13

REQUIRED FOR USE BY CITY OF CHICAGO



THE DEPARTMENT OF FLEET MANAGEMENT

Fund Number: 008-0C17-040-2035-1718-220000-0000-17018131 (And Various)

Bid Submittal Fee: None, Bid Deposit: None, Performance Bond: None, Drawings: None, Exhibits: One

Information: Carolyn Alcaraz, Head Contract Administrator
Phone: (312) 744-9776 Fax: (312) 744-7679, E-mail: calcaraz@cityofchicago.org

A Pre-Bid Conference will be held at 9:30 A.M., Chicago Time on Tuesday April 7, 2009 in the Department of Procurement Services, Bid and Bond Room, City Hall, Room 301, 121 N. LaSalle Street, Chicago, Illinois.

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE

All signatures to be sworn to before a Notary Public

Bid 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 Monday May 4, 2009. Bids will be read publicly. Bid package must be complete and returned in its entirety.

Issued by:
City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "Crew Cab Dump Trucks" the specification number "69285" 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.

Richard M. Daley
Mayor

Montel M. Gayles
Chief Procurement Officer

TRANS CHICAGO TRUCKS CREW CAB DUMP TRUCKS

APRIL 22, 2009

ADDENDUM NO. 1

FOR

CREW CAB DUMP TRUCKS

SPECIFICATION 69285

RFQ 3118

For which bids are scheduled to be opened in the Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 60602, at 11:00 A.M., C.S.T., MONDAY, MAY 4, 2009.

The following revisions/changes will be incorporated in the above-referenced contract document. All other provisions and requirements as originally set forth remain in full force and are binding.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON PROPOSAL EXECUTION PAGES 93,94 AND 95, AS APPLICABLE

NOTICE OF REVISIONS CHANGE/DESCRIPTION

1. The new bid opening date will be **Wednesday, May 27, 2009**, at 11:00 A.M. C.S.T.

2. **DETAILED SPECIFICATIONS:**

6.12 MANUALS, CERTIFICATES, APPLICATIONS, ETC.

Delete first two paragraphs and replace with the following paragraph:

All manuals must be provided in English. One (1) complete set of operator's manual(s) must be provided with each vehicle purchased. Manuals must be provided for the base vehicle, and for the dump body as well, if applicable.

6.24 LIGHTING: Delete paragraph 1, and replace with the following:

1. The cab fender housings must incorporate turn signals facing both forwards and rearwards; either dual-facing signal lights or individual lights are acceptable, depending upon cab design.

6.29 TIRES/WHEELS: Delete paragraph 1, and replace with the following:

1. All tires must be Goodyear G-286 or G-287 11 R22.5 G (14 P.R.) tubeless radials

6.33 DUMP BODY: Delete paragraph 3 and 13, and replace with the following:

3. The body must be provided with 24" sides and 32" ends. Dimensions do not include head sheet height.

13. A sliding chute door must be incorporated into the tailgate; Dimensions must be at 18" in width and at least 18" in height. Control lever must be on the left (street) side of the door, with a locking device to hold the door in the open position. All bolts at linkage pivots must be provided with Ny-Lock type nuts. (Contact Carolyn Aicaraz the Department of Procurement Services to view a sample.

6.34 DUMP BODY HOIST: Delete paragraph 1, and replace with the following:

1. The body hoist must be a double-acting, single-cylinder hoist, either an under-body type with twin push arms, or a front-mounted type acting on the front of the dump body. The hoist must be on a subframe, sufficiently strong to handle all forces from the lift cylinder and dump body, mounted to the chassis frame rails.

6.37 TOOL CABINET: Delete paragraph 1, and replace with the following:

1. A dual-door under-bed type tool storage cabinet must be mounted below the cab. The cabinet dimensions are to be approximately 48" long, 18" deep and 18" high. NOTE: It is to be the contractor's responsibility to select the exact storage cabinet size and mounting location. Size and location must provide the maximum possible storage and easy accessibility, while not interfering with frame- and/or cab-mount components.

6.39 SOLVENT TANK: Delete paragraph 1 and 2 and replace with the following:

1. A solvent storage tank, to be used to store kerosene, measuring approximately 15" wide, 20" high and 15" deep, must be installed ahead of the right rear wheel splash guard. The tank must be constructed from 12-gauge steel and be mounted to the chassis frame with suitably-sized brackets and fasteners.

2. The tank must have a 2" diameter filler neck and a fuel-type cap with provision for venting solvent fumes. Outboard wall of the tank must be provided with a 1/2" NPT pipe boss and a ball valve-type spigot.

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

**MONTEL M. GAYLES
CHIEF PROCUREMENT OFFICER**



**CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES**

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for these specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

DESCRIPTION: Firearm Cleaning, Training and Repair Supplies

SPECIFICATION NO.: 71499 **RFQ NUMBER:** 3121

BID OPENING DATE: Thursday, April 9, 2009

TIME: 11:00 A.M.

CONTACT: Christopher DeGard Phone: (312) 744-0830

E-mail: christopher.degard@cityofchicago.org

DESCRIPTION: CREW CAB DUMP TRUCKS

SPECIFICATION NO.: 06207 **RFQ NUMBER:** 3118

PER-BID/PROPOSAL CONFERENCE: TUESDAY, APRIL 7, 2009 AT 9:30 A.M. AT THE DEPARTMENT OF PROCUREMENT SERVICES BID AND BOND ROOM 301 CITY HALL, AT 121 N LA SALLE STREET, CHICAGO ILLINOIS 60606. ATTENDANCE IS NON-MANDATORY, BUT ENCOURAGED.

BID/PROPOSAL OPENING DATE: MONDAY, MAY 4, 2009

TIME: 11:00 A.M.

CONTACT: Carolyn Alcaraz Phone: (312) 744-0770

E-mail: calcaraz@cityofchicago.org

DESCRIPTION: Apron Pavement Reconstruction over American Airlines Baggage Room - Chicago O'Hare International Airport

SPECIFICATION NO.: 72500 **RFQ NUMBER:** 3103

ESTIMATE BETWEEN: \$5,000,001.00 and \$10,000,000.00

BID/PROPOSAL DEPOSIT: Five Percent (5%) of Bid Price

PLAN DEPOSIT: \$0.00 flat out per bidder on CD NONE. \$25.00 each subsequent out per bidder on CD NONE.

PRE-BID/PROPOSAL CONFERENCE: Pre-Bid Meeting - Chicago O'Hare Int'l Airport Tuesday, March 24, 2009 - 10:00 A.M. Avista Administration Building - 2nd Floor 10010 N. Zeeb Road, Chicago, IL 60658

ALL QUESTIONS ADDRESSED TO: Bidopenings@cityofchicago.org Specification #72500 will be subject to filing, March 27, 2009 @ 9:00 P.M. C.S.T. Monday, April 6, 2009.

QUESTION CUT OFF DATE/TIME: 11:00 A.M.

BID/PROPOSAL OPENING DATE: 11:00 A.M.

CONTACT: Tom Magan Phone: (312) 744-0840

Bids/Proposals requiring a Bid/Proposal deposit must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, or financial institution doing business in the United States, and made payable to the City of Chicago. Cash, non-certified checks, or computerized certificates, are not acceptable forms of Bid/Proposal deposits.

Any Bid/Proposal submitted, which are not properly signed, or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration. Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted.

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-0770.

Where applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents. The City will only accept certified checks, cashier's checks, or money orders. The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date. Failure to return said documents within the period stated above, will result in the Bidders/Proposers forfeiting the plan deposit.

The above Bid/Proposal estimated range, is intended to represent the size of the project, or anticipated usage.

The Chief Procurement Officer reserves the right to reject any or all Bids/Proposals if deemed in the best interest of the City of Chicago.

RICHARD M. DALEY **MONTIL M. GARLES**

MAYOR **CHIEF PROCUREMENT OFFICER**

A COMPLETE LIST OF BID OPENINGS CAN BE FOUND ON THE INTERNET
<http://www.cityofchicago.org/purchasing>



**CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES**

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CONTACT: Carolyn Alcaraz Phone: (312) 744-0770

E-mail: calcaraz@cityofchicago.org

DESCRIPTION: Apron Pavement Reconstruct - over American Airlines Baggage Room - Chicago O'Hare International Airport

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RICHARD M. DALEY **MONTIL M. GARLES**

MAYOR **CHIEF PROCUREMENT OFFICER**

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**WEDNESDAY, APRIL 22, 2009
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES**

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

DESCRIPTION: CREW CAB DUMP TRUCKS
NOTICE OF REVISION. ADDENDUM NO. 1, DATED
APRIL 22, 2009 IS AVAILABLE FOR PICK-UP.
SPECIFICATION NO.: 68285 **RFO NUMBER:** 3118
ORIGINAL AD DATE: MONDAY, MARCH 16, 2009
ORIGINAL BID OPENING DATE: MONDAY, MAY 4, 2009
TIME: 11:00 A.M.
NEW BID OPENING DATE: WEDNESDAY, MAY 27, 2009
TIME: 11:00 A.M.
CONTACT: Carolyn Alcaraz
Phone: (312) 744-8776
E-mail: calcaraz@cityofchicago.org

NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:

DESCRIPTION: STRUCTURE REHABILITATION - North & South Areas
PROJECT NO.: North - 1231A & South - 1231B
SPECIFICATION NO.: 72321 **RFO NUMBER:** 3158
ORIGINAL AD DATE: MONDAY, MARCH 23, 2009
ORIGINAL BID/PROPOSAL OPENING DATE: THURSDAY, APRIL 16, 2009
TIME: 11:00 A.M.
NEW BID/PROPOSAL OPENING DATE: TUESDAY, MAY 05, 2009
TIME: 11:00 A.M.
Addendum No. 3 has been issued to all companies listed on the Specification Take Out List and is available from the Bid and Bond Room, City Hall, Room 301.
CONTACT: Sonji Ward
Phone: 312/744-5088
E-mail: sonji.ward@cityofchicago.org

Bids/Proposals requiring a Bid/Proposals deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago. Cash, non-certified checks or comptroller certificates, are not acceptable forms of Bid/Proposals deposits.

Any Bids/Proposals submitted, which are not properly signed, or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration. Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted.

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 12-744-8773.

Where applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents. The City will only accept certified checks, cashier's checks, or money orders. The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date. Failure to return said documents within the period stated above, will result in the Bidders/Proposers forfeiting the plan deposit.

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CHARLES M. DALEY
MINTY M. DAVIES



**LEGAL ADVERTISEMENT
WEDNESDAY, APRIL 22, 2009
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES**

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TIME: 11:00 A.M.
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TIME: 11:00 A.M.
CONTACT: Carolyn Alcaraz
Phone: (312) 744-8776
E-mail: calcaraz@cityofchicago.org

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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 shall be 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 world-wide 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 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 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;
- "Contract"** means this contract for Crew Cab Dump Trucks, 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;
- "Contractor"** refers to the person, firm, entity or corporation who is awarded this contract;
- "Deliverables"** means any Crew Cab Dump Trucks, 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 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; New Year's Day, Dr. Martin Luther King Jr.'s 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;

- "Proposal"** as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
- "Reporting Formats"** means the appearance in which a report is submitted by the Contractor to the City;
- "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;
- "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. GENERAL CONDITIONS

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

2.1. DOWNLOADABLE DOCUMENT

Bidders that download a bid solicitation from the City of Chicago's website: <http://egov.cityofchicago.org/procurement>, 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 City of Chicago's 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.

2.2. 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.

2.3. 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 can not 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.

2.4. 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).

2.5. 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 shall be rejected.

2.6. 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.

2.7. 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.

2.8. 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.

2.9. 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 sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.10. 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 re-newable 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.

2.11. 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.

2.12. 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. Bidder will acknowledge receipt of each addendum issued in the space provided on proposal page. Oral explanations will not be binding.

2.13. PRICE LISTS / CATALOGS

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, Comptrollers 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.

2.14. 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 No. E9998-1874-09. 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.

2.15. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

1. General Conditions.
2. Addenda, if any.
3. Special Conditions.
4. Plans or City Drawings, if any.
5. Detailed Specifications.
6. Standard Specifications of the City, State or Federal Government, if any.
7. Advertisement for proposals (copy of advertisement to be attached to back of cover).
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.

2.16. NOTICES

All communications and notices herein provided for shall be faxed, delivered personally, electronically mailed, or mailed first class, postage prepaid, to the Contractor by name and address listed on the proposal hereof to the Commissioner of the using department, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. La Salle Street, Chicago, Illinois 60602.

2.17. 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.

2.18. 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 Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

2.19. LIVING WAGE ORDINANCE

- 1) 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:

- a) if the Contractor has twenty-five (25) or more full-time employees, and
 - b) 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
 - c) 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.
- 2) 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.
 - 3) As of July 1, 2008, the Base Wage is \$10.60 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.
 - 4) 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.
 - 5) 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.

2.20. 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.

2.21. 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.

2.22. 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.

2.23. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at:

http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

1. Total amount invoiced by the Contractor for the prior month;
2. The name of each particular Subcontractor or supplier utilized during the prior month;
3. Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
4. The vendor/supplier number of each Subcontractor or supplier;
5. Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

2.24. 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.

2.25. 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.

2.26. CASH BILLING DISCOUNT

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

2.27. 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.

2.28. 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 Contractor's 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.

2.29. 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 Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

- 1) Individuals are "Domestic Partners" if they satisfy the following criteria:
- 2) they are each other's sole domestic partner, responsible for each other's common welfare; and
- 3) neither party is married; and
- 4) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- 5) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
 - a) two of the following four conditions exist for the partners:

- b) The partners have been residing together for at least 12 months.
- c) The partners have common or joint ownership of a residence.
- d) The partners have at least two of the following arrangements:
 - i) joint ownership of a motor vehicle;
 - ii) a joint credit account;
 - iii) a joint checking account;
 - iv) a lease for a residence identifying both domestic partners as tenants.
- e) Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

2.30. 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.

2.31. 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.

2.32. 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 attached Economic Disclosure Statement and Affidavit. Failure to provide complete or accurate disclosure will render this Agreement voidable.

2.33. 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.

2.34. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL

It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

2.35. 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.

2.36. 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.

2.37. 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.

2.38. 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.

2.39. CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the attached 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.

2.40. 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.

2.41. 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.

2.42. 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.

2.43. 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.

2.44. 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 "hazardous substance," "hazardous waste", "toxic substance," or contaminant (or comparable term) under any of the Environmental Laws. "Special wastes" 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.

2.45. 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,

inoperativehess 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.

2.46. 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.

2.47. 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.

2.48. DEFAULT

- 1) 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:
 - (a) 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
 - (b) 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.
- 2) 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.
- 3) 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.

2.49. 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.

3. SPECIAL CONDITIONS

3.1. DOWNLOADABLE DOCUMENT

Bidders that download a bid solicitation from the City of Chicago's website: <http://egov.cityofchicago.org/procurement>, instead of obtaining the hard copy paper bid solicitation from the City of Chicago's Bid and Bond Room, is 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 City of Chicago's 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. PERFORMANCE BOND

No Bond Required.

3.3. SUBMISSION OF NON-REFUNDABLE 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.

3.4. 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 Management will comprise the panel to respond to questions concerning the specification.

The Pre-Bid Conference will be held on Tuesday, April 7, 2009 at the Department of Procurement Services, Bid & Bond Room, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illinois at 9:30 a.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 Carolyn Alcaraz, Department of Procurement Services and sent by email or fax, at (312) 744-7679 and/or calcaraz@cityofchicago.org

Bidders are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Bid Conference.

3.5. 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 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 Management, delivered and accepted.

3.6. BASIS OF AWARD

The Chief Procurement Officer reserves the right to award a contract to the responsive and responsible bidder meeting specifications based on the lowest evaluated bid price.

Bidders must quote all items specified. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

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, 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.

3.7. CHICAGO BUSINESS PREFERENCE

The Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price from a responsive and responsible Chicago business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-Chicago business by more than two percent (2%).

A Chicago business ("Chicago Business") is a business located within the corporate limits of the City, which has the majority of its regular, full-time work force located within the City, and which is subject to City of Chicago taxes.

Where all partners to a joint venture are Chicago Businesses, the joint venture will be deemed to be a Chicago Business. Where not all partners to a joint venture are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Businesses hold at least a fifty percent (50%) interest in the venture. Chicago Businesses have a fifty percent (50%) interest in the joint venture only if the Chicago Business partners in the venture hold subcontracts equal to fifty percent (50%) or more of the amount of the bid. Joint venture bidders must submit information and documentation (including, but not limited to, the joint venture agreement and subcontracts) with their bids to establish their eligibility for the Chicago Business Preference. A joint venture bidder which fails to submit such information will not be entitled to the Chicago Business Preference.

The Chief Procurement Officer's determination of a bidder's eligibility for the Chicago Business Preference will be final.

3.8. CALCULATION OF MBE/WBE COMMITMENT

For purposes of calculating bidder's percentage of Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) dollar commitment toward the minimum goal of 16.9% MBE and 4.5% WBE participation as stated in the Special Condition Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidders total bid price will be used to calculate the actual dollar commitment to each MBE and/or WBE firm listed on your Schedule D-1, MBE/WBE Goal Implementation Plan. If at the end of this contract, the actual dollar value is below the estimated value, the City will consider adjustments to your MBE/WBE plan which are proportionate to the actual dollar value of this 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 shall be made available to the Chief Procurement Officer upon request.

During the term the contract, the Contractor will submit monthly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be 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 monthly thereafter.

MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602. (NOTICE: Do not submit invoices with MBE/WBE Utilization Reports.) Final payments may be held until the Utilization Reports have been received.

The City of Chicago's Department of Procurement Services, Contract Compliance Administrator 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.

3.9. 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:

- 1) Schedule B: Affidavit of Joint Venture (MBE/WBE) (if applicable).
- 2) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant.
- 3) Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan.
- 4) Proposal Page(s).
- 5) Bid Data Pages
- 6) Economic Disclosure Statement and Affidavit.
- 7) Affidavit of Chicago Business.
- 8) Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
- 9) City of Chicago Insurance Certificate of Coverage.

NOTE: EACH BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE.

3.10. CONTRACT PERIOD

The contract will begin on 5-6-10 and continue through 5-5-13, 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 the last day of the thirty-sixth (36th) full calendar month after the established start date.

3.11. 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 thirty-six (36) months, 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.

No less than sixty (60) calendar days before the expiration of the then current contract term, 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. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of supply while procuring a replacement contract.

3.12. UNSPECIFIED ITEMS

Any 4 x 4 Utility Vehicles not specifically listed herein may be added to this Contract if they fall within the same specific category of vehicles/equipment specified. 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 which 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 Contractor's receipt of the fully signed modification.

3.13. MODIFICATIONS AND AMENDMENTS

No change, amendment or modification of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the parties hereto, or their respective agents / representatives.

3.14. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Other local 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 Local 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 shall 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 Local Government Agency.

3.15. PURCHASE ORDER BLANKET RELEASES

Requests for Crew Cab Dump Trucks 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 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 Crew Cab Dump Trucks without receipt of a City of Chicago blanket release issued by the Department. Any Crew Cab Dump Trucks 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 from any liability whatsoever to pay for any Crew Cab Dump Trucks provided without said blanket release.

3.16. INVOICES

Invoices must be mailed to the Department of Fleet Management, 1685 N Throop, Chicago, Illinois 60622, Attn: Kevin Campbell. All invoices must be dated "originals," and must reference the City specification number, contract/purchase order number and blanket release number, and must be accompanied by Subcontractor Payment Certification forms. Invoice quantities, description of deliverable(s), unit of measures and pricing must correspond to the Crew Cab Dump Trucks quoted on the Proposal Pages and on the blanket release.

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.

3.17. 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.

3.18. 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 Crew Cab Dump Trucks.

The City will not be obligated to pay for any Crew Cab Dump Trucks if it is noncompliant with the terms and conditions of these Specifications.

3.19. PRE-DELIVERY, SERVICING AND ADJUSTMENTS

Prior to delivery of any Crew Cab Dump Trucks, 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.

3.20. 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. Crew Cab Dump Trucks must be delivered FOB City of Chicago, IL at the following address:

Department of Fleet Management, 5219 S Wentworth Ave, Chicago, IL 60609, Attn: Mark Chapulis, Phone #: (312) 747-3477.

Delivery of the specified Crew Cab Dump Trucks must be completed within two hundred ten (210), calendar days following the date of purchase order release.

The above noted "contact person" must be notified at least 48 hours prior to delivery of the specified Crew Cab Dump Trucks.

3.21. 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.

3.22. PRICE ADJUSTMENT

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 pricing may be granted, subject to the referenced index after receipt of written request from the Contractor made no later than thirty (30) Calendar Days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) Calendar Day period, Contractor will not be entitled to a price adjustment for the upcoming year.

Annual requests for price adjustments will reference the Producer Price Index ("PPI") for Crew Cab Dump Trucks, Series ID: WPU14110684, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov/labjava/outside.jsp?survey=wp> although this site's URL is subject to change. (Select "commodity data", then select Group 14, Transportation Equipment, and Item 14110684, Heavy Duty Trucks, and "get data".)

In the case where the referenced series is no longer updated, a comparable series will be selected by the City for computing price adjustments.

The adjusted contract price will be determined by performing the following calculation: The lesser of the original contract price(s) and the original contract price(s) as adjusted by any applicable price reduction (see Price Reduction Section of the General Conditions) will be multiplied by the quotient, and then be rounded to two decimal places to calculate the adjusted contract price(s). The quotient will equal the average of the monthly index values for the final three (3) full months of the annual contract period divided by the index value for the start date of the contract. Adjusted price(s) may be higher or lower than the original contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

All price adjustment calculations will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the contract. The effective date of an adjustment will be the anniversary date of the Contract.

If Producer Price Index data are not available for any month of the final three full months of the annual contract period, the PPI data for the most recent three full months preceding the anniversary of the contract will be used in computing the price adjustment.

ILLUSTRATION: If the contract start date is 9/01/07, the contract pricing will be subject to adjustment after 9/01/08. An adjustment to the contract pricing must be requested by the Contractor no later than 10/01/08. The index values (available on 9/18/08) for 6/08, 7/08 and 8/08 will be averaged (added, then divided by three). That averaged value will be divided by the index value for 9/07. The original contract price(s) will be multiplied by the quotient of that calculation, and then be rounded to two decimal places to calculate the adjusted contract price(s). The adjusted prices will be effective as of 9/01/08.

This process may be duplicated on each anniversary of the contract (e.g. after 9/01/09). The contract prices then in effect will again be subject to adjustment if an adjustment to the contract pricing is requested by the Contractor no later than 10/01/09. The index values (available on 9/18/09) for 6/09, 7/09 and 8/09 will be averaged (added, then divided by three). That averaged value will be divided by the index value for 9/07 (the index value for the start date of the contract). The original contract price(s) will be multiplied by the quotient of that calculation, and then be rounded to two decimal places to calculate the adjusted contract price(s). The adjusted prices will be effective as of 9/01/09.

Any Crew Cab Dump Trucks provided by the Contractor at a price increase, without a price adjustment signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such price adjustment is not approved by the City, the Contractor releases the City from any liability whatsoever to pay for goods or services rendered at a higher rate.

3.23. 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.

No change, amendment or modification of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the parties hereto, or their respective agents / representatives.

3.24. EQUIPMENT DEMONSTRATION

The City, at its option, reserves the right to request an equipment demonstration be conducted by the Contractor at a designated site in the Chicago area within 14 days after receipt of notice from the City to determine whether or not the proposed equipment meets all City requirements. Contractor will pay travel expenses for up to 3 City personnel in the event the site is located outside of the Chicago area. All costs related to the equipment demonstration must be borne by the Contractor. Failure of the Contractor to provide an equipment demonstration, upon request will be grounds for rejecting the bid as being non-responsive.

3.25. 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.

3.26. TERMINATION

The City may terminate this contract or all 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 election 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. CONTRACTOR'S INSURANCE

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.

4.1. CONTRACTOR'S INSURANCE REQUIREMENTS

A. INSURANCE TO BE PROVIDED

1. Workers Compensation and Employers Liability
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.
2. 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.
3. 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.
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2009

PRODUCER (317)846-5554 FAX: (317)571-0386
 Shepherd Insurance Agency, Inc.
 1200 West Carmel Drive
 Carmel IN 46032

INSURED
 Patson Inc., DBA: TransChicago Truck Group &
 Northwest Ford & Sterling Truck Center
 4000 North Mannheim Road
 Franklin Park IL 60131

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Central Insurance	
INSURER B: Chubb & Son Inc.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Binder GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		9/1/2009	9/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO Binder		9/1/2009	9/1/2010	AUTO ONLY - EA ACCIDENT \$ 1,000,000 OTHER THAN EA ACC \$ 1,000,000 AUTO ONLY: AGG \$ 3,000,000
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE Binder DEDUCTIBLE \$ RETENTION \$		9/1/2009	9/1/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Ill) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Chicago is listed as additional insured for general liability.

CERTIFICATE HOLDER

City of Chicago
 121 N La Salle, Room 403
 Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Paige Sexton/PSEXTO

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID ME
EATSO-1

DATE (MM/DD/YYYY)
09/21/09

PRODUCER
Myers, Benner Corporation
The Atrium, Suite 201
2895 Hamilton Boulevard
Allentown PA 18104
Phone: 610-435-9551 Fax: 610-770-9726

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Paton, Inc d/b/a Northwest
Ford & Sterling Truck Centers
TransChicago Truck Groups
Sundance, LLC, Northwest
Leasing & Rental, LLC
4000 N. Mannheim Road
Franklin Park IL 60131

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AmGuard	42390
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

POLICY NUMBER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
					EACH OCCURRENCE	\$
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-EST <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident)	\$
	Garage Liability <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				BODILY INJURY (Per accident)	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/AGENTS EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	RAWC013479	04/01/09	04/01/10	PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN SA ACC	\$
					AUTO ONLY: AGG	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
					MC STATUS-TORY LIMITS	OTHER
					EL. EACH ACCIDENT	\$ 500,000
					EL. DISEASE - EA EMPLOYEE	\$ 500,000
					EL. DISEASE - POLICY/LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
For Evidence Only

CERTIFICATE HOLDER

CITYO-8
 City Of Chicago
 121 N. LaSalle St, Room 403
 Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Myers, Benner Corporation

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

5.1. POLICY AND TERMS

- 1) 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 will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

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.

- 2) Accordingly, the Contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

Year Advertised	MBE Percentage	WBE Percentage
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	16.9%	4.5%

- 3) 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 Contractor's 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.
- 4) 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.
- 5) 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

- 1) "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- 2) "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

3) "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. 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.

4) "Area of Specialty" means the description of a 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 its 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 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.

5) "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.

6) "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

5.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

- 1) The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.
- 2) 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 shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall 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 shall 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.

- 3) 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.

- 4) Credit for the participation of MBEs/WBEs as joint venture partners shall 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/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 in 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 or designee shall 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 or authorized designee 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. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but 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. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. 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 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
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) 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:
- (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - (5) 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 subcontractor's 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).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) 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:
 - (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/proposers own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the MBE/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 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 or Contract Compliance Officer may contact the assist agency for verification of notification.

3) **Impracticability**

- i) 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 shall include a statement of such revised standard.

- ii) The requirements set forth in these Regulations shall 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. PROCEDURE 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:

- 1) **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 by the bidder/proposer 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. If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) calendar days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- 2) **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.

- 3) **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 partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

- 4) **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 Section 4.4. 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-1. If Schedule C-1 is submitted after the opening (See Section 4.5A. above), 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

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) The Contract Compliance Administrator 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/WBE SUBSTITUTIONS

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:

- 1) Failure to satisfy the MBE/WBE percentages required by the contract; and
- 2) 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 Contract Compliance Administrator 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

- 1) 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.
- 2) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral 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.
- 3) 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.
- 4) 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

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

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

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 Cardenas
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement Services
Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

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, Inc.
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

African American Contractors Association
2910 S. Wentworth, Suite 1F
Chicago, IL 60616
Phone: (312) 915-5960
Fax: (312) 567-9919

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

Asian American Alliance
222 W. Cermak Road, Suite 303
Chicago, IL 60616-1986
Phone: (312) 225-9320
Fax: (312) 326-0399
Web: www.asianamericanalliance.com

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (312) 563-0746
Fax: (312) 666-1785

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

Chicago Area Gay & Lesbian Chamber of Commerce
1210 W. Rosedale
Chicago, IL 60660
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Business Development Council, Inc.
1 East Wacker Drive, Suite 1200
Chicago, IL 60601
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.cmbdc.org

Chicago Urban League
220 S. State Street, 11th Floor
Chicago, IL 60604
Phone: (773) 451-3509
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

Hispanic American Contractors 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 (formerly MACC)
111 W. Washington, Suite 1660
Chicago, IL 60602
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbuisness.net

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
330 S. Wells Street, Suite 1110
Chicago, IL 60606
Phone: (312) 322-0990
Fax: (312) 461-0238
Web: www.nawbochicago.org

**Rainbow/PUSH Coalition
International Trade Bureau**
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2728
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Black Contractors
848 Dodge Avenue, Suite 347
Evanston, IL 60202
Phone: (847) 359-5356
Fax: (847) 359-5367

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

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

Chicago Women in Trades (CWIT)
1455 S. Michigan Ave., 210
Chicago, IL 60605
Phone: (312) 942-1444 ext. 217
Fax: (312) 942-0802

**Coalition for United Community Labor Force
(CUCLF)**

2100 S. Indiana Ave. #218
Chicago, IL 606016
Phone: (312) 225-2085-86
Fax: (312) 225-6742

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621
Phone: (773) 471-2015
Fax: (773) 994-8233

Inner City Youth Foundation, Inc.
4500 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-2000
Fax: (773) 624-0894

Ralph G. Moore & Associates (RGMA)
211 W. Wacker Dr., Suite 1050
Chicago, IL 60606
Phone: (312) 419-1911, 7251
Fax: (312) 419-1918

South Shore Chamber, Incorporated
ABF Community Service Bldg.
1750 E. 71st Street
Chicago, IL 60649
Phone: (773) 643-1652
Fax: (773) 643-1657

Small Contractors Network (SCN)
1313 E. Sibley Blvd., Suite 200
Dolton, IL 60419
Phone: (708) 849-3100
Fax: (708) 849-3110

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301 Ext. 237
Fax: (312) 432-0077
Web: www.uno-online.org

West Side 2000
1029 S. May
Chicago, IL 60607
Phone: (312) 563-0565

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 69285
Project Description: Crew Cab Dump Trucks

(Assist Agency Name and Address)

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,

5.14. SCHEDULE B: AFFIDAVIT OF JOINT VENTURE (MBE/WBE)

Specification No.: 69285
Project Description: Crew Cab Dump Trucks

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s): _____
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s): _____
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer'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) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture? _____

MBE/WBE ownership percentage(s) _____

Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

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:

VII. 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):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. 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?

IX. 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:

A. Are any proposed joint venture employees currently employed by either venturer? Currently employed by non-MBE/WBE _____ (number) Employed by MBE/WBE _____

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

C. 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

Project Description: Crew Cab Dump Trucks
Specification Number: 69285

From: _____
(Name of MBE/WBE Firm)

MBE: Yes ___ No ___
WBE: Yes ___ No ___

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

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five (5) years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

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

\$ _____ %

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name /Title (Print)

Date

Phone

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

Project Description: Crew Cab Dump Trucks
Specification Number: 69285

From: Cesars Equipment
(Name of MBE/WBE Firm)

MBE: Yes ___ No ___
WBE: Yes ___ No ___

To: Trans Chicago Truck and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of ___ to ___ for a period of five (5) years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Provide hydraulic equipment
as necessary

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

\$ 1,406,418⁰⁰ 16.9%
Net 30 days after receipt
of invoice D.U.R.

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Cesar Regalado
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Cesar Regalado President
Name / Title (Print)

3-26-09
Date

708 430-1919
Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

From: City of Chicago
To: Cesar's Equipment Co., Inc.
Cesar Regalado

Date: 4/1/2010 3:16:59 PM
Fax: 708-430-9794
Phone: 708-430-1919

April 1, 2010

Annual Certificate Expires: March 1, 2011

Cesar Regalado
Cesar's Equipment Co., Inc.
8770 S. 78th Ave
Bridgeview, IL 60455

Dear Cesar Regalado:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until March 1, 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by **March 1, 2011**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate and Individual Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

NIGP-54531: INDUSTRIAL MACHINERY, EQUIPMENT, COMPONENTS AND PARTS (NOT OTHERWISE CLASSIFIED)

NIGP-92944: HYDRAULIC TOOLS, MAINTENANCE AND REPAIR

Your firm's participation on City contracts will be credited only toward MBE/WBE/BEPD 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)** goals will be given only for work done in a specialty category.

Thank you for your continued interest in the City's Minority Business Enterprise (MBE) Program.

[b1CHICAGOSig1Html]

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

Project Description: Crew Cab Dump Trucks
Specification Number: 69285

From: R. G. Smith Equipment Co.
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: TRANS CHICAGO TRUCK CO. of the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five (5) years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Provide & install dump body
& equipment

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

\$ 374,490⁰⁰ 4.5%
NET 30 days after receipt
of invoice D.U.R.

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Shirlee L. Smith

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Shirlee L. Smith, Vice President ~ Sec/Treas.

Name / Title (Print)

May 22, 2009

Date

847.824.0117

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Amie L. Rhee
Chief Procurement Officer

City Hall, Room 403
21 North LaSalle Street
Chicago, Illinois 60602
312) 744-4900
312) 744-0010 (FAX)
312) 744-2949 (TTY)
<http://www.cityofchicago.org>

September 25, 2009

Patricia L. Smith, President
R. G. Smith Equipment Co.
622 East Northwest Highway
Des Plaines, Illinois 60016

Annual Certificate Expires: October 1, 2010
Vendor Number: 1070538

Dear Ms. Smith:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until **October 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

Sales and Parts for Transportation Equipment

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/dm

IL UCP HOST: CTA



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

Project Description: Crew Cab Dump Trucks
Specification Number: 69285

State of IL

County (City) of DuPage

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

TRANS Chicago Truck Group
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:

R. G. Smith Eq.

Address:

622 EAST Northwest Hwy
DES PLAINES IL 60018

Contact Person:

ERNIE SZABO

Phone:

847 824 0117

Dollar Amount Participation:

\$ 374,490⁰⁰

Percent Amount of Participation:

4.5 %

Schedule C-1 attached?

Yes No

*(see next page)

2. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$ _____

Percent Amount of Participation:

_____ %

Schedule C-1 attached?

Yes _____ No _____ *
*(see next page)

3. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$ _____

Percent Amount of Participation:

_____ %

Schedule C-1 attached?

Yes _____ No _____ *
*(see next page)

4. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$ _____

Percent Amount of Participation:

_____ %

Schedule C-1 attached?

Yes _____ No _____ *
*(see next page)

B. Name of MBE/WBE: Cesars Equipment
Address: 8770 S. 78th Ave Bridgeview
Contact Person: Shirley Regalado
Phone: 708 430 1919
Dollar Amount Participation: \$ 1,406,418⁰⁰
Percent Amount of Participation: 16.9 %
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. Attach additional sheets as needed.

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

Yes _____ No _____ *

*(see next page)

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) business 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 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 _____ *

Yes _____ No _____ *

↓

* 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) business 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
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
<u>Cesars Eq.</u>	\$ <u>1,406,418</u>	<u>16.9</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ <u>1,406,418</u>	<u>16.9</u> %

Total MBE Direct and Indirect Participation

\$ 1,406,418 16.9 %

B. WBE Proposal

WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
<u>R. G. Smith</u>	\$ <u>374,490</u>	<u>4.5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ <u>374,490</u>	<u>4.5</u> %

WBE Indirect Participation (from Section II.)

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

Total WBE Direct and Indirect Participation

\$ 374,490 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: FRED SENG
Phone Number: 630 279 0600

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: *David P. McCarthy* Date: 5/26/09

State of IL
County of DuPage

This instrument was acknowledged before me on 5/26/09 (date)
by DAVID P. MCCARTHY (name /s of person/s)
as Sec / TREAS (type of authority, e.g., officer, trustee, etc.)
of TRANS CHICAGO TRAIL (name of party on behalf of whom instrument executed)

Notary Public Signature: *Janette M. Ciccio*
(Seal)

Commission Expires: 2/2/13



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: Crew Cab Dump Trucks

Phone Number: _____

Specification Number: 69285

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: \$ _____

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: Trans Chicago Tower Group
(Print or Type)

Signature: *David P. McCarthy* ST
(Signature of Affiant)

Name of Affiant: David P. McCarthy
(Print or Type)

Date: 5/26/09
(Print or Type)

State of IL

County (City) of DuPage

This instrument was acknowledged before me on 5/26/09 (date)

by David P. McCarthy (name/s of person/s)

as Sec. Treas. (type of authority, e.g., officer, trustee, etc.)

of Trans Chicago Tower Group (name of party on behalf of whom instrument was executed).

Notary Public Signature: *Janette M. Ciaccio*

Commission Expires: 2/2/13 (Seal)



6. DETAILED SPECIFICATIONS

6.1. SCOPE

The Contractor must furnish and deliver the new, current model, Crew Cab Dump Trucks as specified, F.O.B., City of Chicago, Department of Fleet Management, in accordance with all the terms and conditions of this specification.

6.2. AUTHORIZED DEALER / DISTRIBUTOR

The Contractor must be the manufacturer or a manufacturer's authorized dealer or manufacturer's authorized distributor of the proposed vehicles or equipment manufacturer, and be capable of providing current/updated documentation of status with its bid 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 must be submitted with bid documents, if applicable.

6.3. TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

Reference to a specific manufacturer, trade name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the proposal exactly what it proposes to furnish, and forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

6.4. 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 four (4) hours. This training will be conducted by knowledgeable, experienced personnel, at the Department of Fleet Management facility.

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 (4) hours.

6.5. STANDARD PRODUCT

Experimental Crew Cab Dump Trucks will not be acceptable. Any Crew Cab Dump Trucks which are not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for approximately one (1) year prior to 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 the Crew Cab Dump Trucks to be furnished has been commercially available through the proposed manufacturer to the trade for a period of not less than approximately one (1) year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

6.6. GENERAL CONSTRUCTION

The Crew Cab Dump Trucks 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. Crew Cab Dump Trucks 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.

6.7. EQUIPMENT, COMPONENT AND DIMENSIONAL DATA

Under this agreement, the Contractor is required to assemble and furnish to the Department of Fleet Management a detailed list of information (approximately 150 data items) related to the specified Crew Cab Dump Trucks, 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 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.

6.8. 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.

6.9. WARRANTY

The specified Crew Cab Dump Trucks and all mounted/furnished equipment must be warranted against defective design, material or workmanship for the minimum periods listed in the Detailed Specifications.

Any repairs made by the Contractor during the respective warranty period must in turn be warranted as stated above 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)/dealer(s) of the mounted equipment and/or accessories furnished by the Contractor under this specification must employ sufficient factory 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.

6.10. QUALITY CONTROL

The Contractor must utilize industry recognized standards and procedures to assure that a satisfactory level of quality control is maintained in all stages of the manufacturing, assembly and installation process. Employees of the Department of Procurement Services and the Department of Fleet 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.

6.11. DESIGN AND CONSTRUCTION PRACTICES

The Crew Cab Dump Trucks 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 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 Crew Cab Dump Trucks 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 Crew Cab Dump Trucks must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The Crew Cab Dump Trucks 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.

6.12. MANUALS, CERTIFICATES, APPLICATIONS, ETC.

All manuals must be provided in English. One (1) operator's manual and one (1) set of maintenance manuals must be provided with each vehicle purchased.

For purposes of these specifications, a set of maintenance manuals must include 1 complete "parts" manual, 1 "technical service" manual, 1 complete wiring schematic (if not included with in the service manual) and service and parts manuals for all auxiliary equipment.

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

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish the Department of Fleet Management, attention Kevin Campbell, 1685 N Throop Street, Chicago, IL 60622 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.

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.

6.13. MEETINGS AND INSPECTIONS

A Pre-Construction meeting must be held at the facility of the department ordering the equipment, prior to construction of any units. This meeting must be attended by the Contractor's technical representatives to view the present units and to discuss construction techniques and particular component placement. The Contractor representatives must have the full authority to provide binding decisions on the Contractor's behalf.

A pre-paint inspection must be performed at the manufacturing facility prior to the first unit from each order being completed and shipped. Two representatives from the using department and two representatives from the Department of Fleet Management will attend this inspection. The expense of appropriate travel, lodging and meals for this inspection must be borne by the Contractor.

For purposes of travel expenses, travel to and from the inspections by department personnel must be by automobile up to a maximum of 200 road miles from the Fleet Management Maintenance Facility at 1685 N. Throop Street, Chicago, Illinois. If travel is required in excess of 200 road miles, the Contractor must provide City employees with travel via commercial airlines with a 14 day notice of arrangements being provided prior to the inspection date. The levels of travel and accommodations for City representatives must not exceed those established within the City of Chicago Travel Guidelines, as shown in Exhibit 1, attached.

6.14. BID LINE #1 CREW CAB DUMP TRUCKS

It is the intent of these specifications to describe new, current model, Crew Cab Dump Trucks furnished as specified herein, used for the transporting of tools and personnel in all weather conditions.

6.15. PLANS AND DRAWINGS

The Contractor must submit 4 copies of each of the following informational items with the bid, or upon the request of the Chief Procurement Officer or a designee:

6.16. LITERATURE/DATA

The Contractor is requested to submit four copies of each of the following informational items with the bid:

- 1 Detailed 2-view drawing of the proposed cab/chassis; listing dimensions including BBC, WB, CA, OAH, etc.;
- 2 Manufacturer's published literature for all pertinent chassis components, i.e., engine, transmission and axles;
- 3 Verifiable engine power curve, fuel consumption curve and engine/transmission compatibility information (or scan);
- 4 Manufacturer's published literature for the proposed dump body and hoist.
- 5 Detailed multiple-view drawings of the proposed dump body.
- 6 Detailed descriptions (or manufacturer's literature) of all tool boxes, auxiliary tanks, etc.

6.17.**OVERALL DESIGN**

- 1 Chassis G.V.W.R. must be 35,000 lbs. minimum;
- 2 Cab to axle dimension must be approximately 84", as measured from the rear wall of the crew-cab.
NOTE: The Contractor must provide the shortest cab to axle dimension necessary to properly mount and distribute the weight of the payload, the body and other equipment.
- 3 B.B.C. dimension (effective) must be not less than 134".
- 4 Starting gradability must be 25% in first gear.
- 5 Calculated maximum speed of vehicle on level pavement must be 60 m.p.h. to 62 m.p.h. at governed engine speed.
- 6 The overall height of the completed unit, including cab, body and any/all attachments, must not exceed 10' 6".

6.18.**FRAME**

- 1 Full depth, single channel frame rails are preferred. However, reinforcement of the frame is acceptable if necessary to attain specified R.B.M. Such reinforcement must be full length "C" channel type, of identical yield strength rating. FISH PLATING OF FRAME IS NOT ACCEPTABLE.
NOTE: "After frame" must be trimmed as necessary to accommodate the integration of the dump body hinges.
- 2 Channels must be produced from 110,000 p.s.i. yield strength steel. R.B.M. (Resisting Bending Moment) must be not less than 1,200,000 pounds/inch.
- 3 Extra heavy duty steel tow hooks (Cleveland Hardware and Forging Company Model 2801-A or equal) must be mounted to the chassis frame rails (front and rear) in accessible locations.
- 4 The unit must be equipped with the heaviest gauge formed steel bumper available from the chassis manufacturer as a regular production option.

6.19.**ENGINE**

- 1 The chassis must be powered by a water cooled diesel engine; in-line six- cylinder, turbocharged, electronically controlled.
- 2 S.A.E. gross horsepower rating must be 210 h.p. minimum; gross torque to be 600 lb.-ft. minimum.
- 3 Engine, in combination with the transmission and rear axle, must provide the performance specified in "Overall Design", Section 3.
- 4 Engine must be equipped with an electronic governor to limit maximum r.p.m. In addition, the engine must be equipped with an integral electronic P.T.O. control to adjust r.p.m. to a pre-determined speed during P.T.O. operation.
- 5 Engine must be equipped with O.E.M.'s largest capacity full-flow spin-on oil filter(s) and heavy-duty engine oil cooler.
- 6 Engine must be equipped with O.E.M.'s largest capacity single-stage dry type air filter.

- 7 An ether starting aid must be wired through the ignition switch; K.B.I. "NVT", key activated. One ether canister is to be provided.
- NOTE:** This starting aid must be omitted from engines equipped with glow plugs or other pre-heating devices.
- 8 The engine must be protected by an integral "shut-down" system, incorporated into the electronic engine controls. The system must be activated by low coolant level, high coolant temperature and low oil pressure.
- 9 Vehicle must automatically shut down after five minutes of idling, only under the following conditions:
- Parking brakes engaged
 - Outside, ambient air temperature of 32°F or greater
 - P.T.O. disabled
- 10 If the OEM engine electronic system is capable of monitoring all of the above conditions and shutting down the engine after five minutes only when all three conditions are met, the engine must be programmed to monitor these conditions and shut down appropriately.
- 11 If the OEM electronics onboard the vehicle are incapable of monitoring all of the above conditions and shutting down the engine, the requirements of this section must be met through the installation of a Hewitt Industries "030-917-10/90" idle shutdown timer with outside temperature probe, brake switch and P.T.O.-sensing relay. Shutdown timer must monitor the conditions above and shut the engine down when appropriate. Shutdown timer must be installed under the driver's side dashboard and connected to the temperature probe, brake switch and P.T.O.-sensing relay. Hewitt Industries temperature probe must be installed in an outside location protected from road debris and isolated from engine and exhaust temperatures. Hewitt Industries brake switch must be installed in a suitable location on the parking brake air circuit and must signal to the shutdown timer when the parking brakes have been applied. Bosch "0332-209-150" relay must be installed in the brake switch circuit and connected to the vehicle's P.T.O switch to prevent the start of the shutdown timer if the P.T.O is active.

6.20.

COOLING SYSTEM

- 1 Radiator must be largest frontal area and depth available from the chassis manufacturer as a regular production option for the chassis model proposed.
- 2 Radiator fan must be a thermostatically controlled, de-clutching type.
- 3 All coolant and heater hoses must be premium grade reinforced rubber; not silicone. Hose clamps must be "constant torque" type.
- 4 System must be equipped with a bypass thermostat; temperature rating must be selected for all-season service.
- 5 Cooling system capacity/efficiency must to maintain recommended engine operating temperatures during extended idling periods in an ambient temperature of 100° F.
- 6 Coolant must comply with ASTM #D-4985 standard for low silicate ethylene glycol base engine coolant for heavy duty diesel engines.
- 7 Coolant mixture must withstand freezing in an ambient temperature of -34°F; mixture must be 50% coolant, 50% water.
- 8 Radiator must be protected by a removable OEM bug/gravel screen.

6.21. EXHAUST SYSTEM

- 1 The vehicle must be equipped with a horizontal muffler and vertical stack pipe, located between cab and body.

NOTE: Exhaust stack location (right or left side) and pipe routing must not interfere with the dump body canopy, tool box or other chassis or body components. Exhaust system must be approved by the Department of Fleet Management, Automotive Engineering Section prior to construction.

- 2 Stack must be equipped with a stainless steel perforated exhaust guard. A 90° elbow also must be installed at the top of the stack pipe

6.22. FUEL SYSTEM

- 1 Fuel tank must be I.C.C. or laboratory approved, not less than fifty gallons capacity, and step type.
- 2 Engine must be equipped with a replaceable fuel filter. Filter must be accessible and easily serviced.
- 3 Fuel-water separator must be Raycor #6000 series spin-on type, with see-thru bowl. Unit must be accessible and easily serviced.

6.23. ELECTRICAL SYSTEM

- 1 Vehicle starting/lighting system must be 12 Volt.
- 2 Three 12-volt maintenance free batteries must be installed. Each battery must be rated at a minimum of 625 CCA and 95 ampere hours. Batteries must be enclosed in an accessible battery box. "Jump Start" terminals must be installed outside of the box, and be suitably protected.

NOTE: Because the designs of certain truck makes/models make the use of a hinged battery box impractical, the City no longer requires the installation of this item. However, the bidder is asked to indicate (under Supplemental Information on the Proposal) the incremental cost to provide a hinged "City of Chicago type" battery box in lieu of the standard box.

- 3 Alternator must be a minimum of 130 ampere capacity; Delco #30 SI.
- 4 Heavy duty 12-volt starting motor to be installed; thermal overload protected; Delco 37MT, Type 350.

NOTE: Starter cables must be run in continuous lengths from the batteries to the starter.

- 5 Each circuit must be protected by an automatic reset type circuit breaker. All breakers must be installed in a panel, with each circuit identified by name (all wiring must be contained in a loom).
- 6 Wiring installed in the undercarriage must be supported by insulated fasteners, spaced no further than 18" apart. All undercarriage wiring must be in continuous lengths with sufficient slack at termination points; no "butt" splices.
- 7 All wiring entrance holes to the cab must be protected with suitable grommets or bushings, and sealed with silicone caulk.
- 8 A "Wired Rite" master breaker/switch must be mounted to the fire wall of the vehicle. The breaker/switch must interrupt the hot feed wire (to the breaker panel) to reduce the threat of fire due to shorts, etc. Amperage rating must be matched to gauge of feed wire.
- 9 All auxiliary electrical items (i.e. non-OEM lighting) must be controlled by "Wired Rite" magnetic circuit

a single "Wired Rite" panel, backlit with LEDs to illuminate each switch. Panel backlighting must be activated when the vehicle's headlights are turned on. The panel must be mounted in a dash opening (if available) or attached to the dash.

NOTE: The exact mounting method and location of any necessary switch panel are subject to approval by the Department of Fleet Management, Automotive Engineering Section prior to final construction.

- 10 Auxiliary electrical items must be wired so as to become "live" only when the ignition switch is in the "on" position.

6.24. LIGHTING

- 1 Dual-faced turn signal lights must be incorporated into left and right cab fender housings.
- 2 Cab identification and marker lights must be flush mounted or low profile type.
- 3 Signal-Stat #900 turn signal and safety flasher controls (or controls with equal/superior amp capacity) must be mounted to the steering column.
- 4 The OEM chassis electric wiring loom, of sufficient length to permit dump body operation, must be run to a Truck-Lite #50400/50401 watertight electrical junction box (assembly) recessed in the left rear corner post of the body. Box mounting plate (and mounting plate bolts) must be stainless steel. The cable must enter this box through a 3-part compression fitting.

NOTE: The exact mounting method and location of the junction box are subject to approval by the Department of Fleet Management, Automotive Engineering Section prior to final construction.

- 5 The watertight junction box must contain a Truck-Lite #50820 8-terminal block. Terminal use to be as follows: #1 and #8 future use; #2 tail lights; #3 stop and right turn signal lights; #4 future use; #5 stop and left turn signal lights; #6 body clearance and identification lights; #7 back-up lights and alarm.
- 6 The wiring to each set of lights and the back-up alarm must be run directly from the junction box, using Truck-Lite "50 Series" continuous length sealed harnesses and compression fittings. Wiring harnesses must be protected from chafing and vibration; must match OEM color coding.
- 7 Two Truck-Lite "Super 44" sealed LED stop/tail/turn lamps with Diamond Shell protective hard coating and one "Model 44" sealed LED reverse lamp must be installed on each side at the rear of the body. Each light must be wired separately to the junction box.
- 8 A Grote "loud-mouth" intermittent audible back-up alarm must be installed. This alarm must be integrally wired to the vehicle's reverse lights.
- 9 The vehicle must be equipped with one Code 3 amber LED light bar, part number 2136AAPDCC07. The light bracket must be installed on the body cab shield.
- 10 The body must be equipped with two Federal Signal model MODLED1F-A amber LED strobe light heads, flush mounted to the rear corner posts; one right, one left. These lights must be powered by the same module that controls the above-cab lights. The strobe light module must be installed in or behind the cab, and the switch must be installed in the cab control console.

NOTE: Any auxiliary electrical items described within these specifications must be wired so as to become "live" only when the ignition switch is in the "on" position. HOWEVER, such items must NOT be wired directly through the ignition. One or several relays, triggered by the ignition switch, must be installed to carry the current draw for such items.

- 11 All light sockets (OEM and auxiliary lighting) must be lubricated with corrosion preventive dielectric grease.

- 12 The vehicle must be equipped with all LED marker lights and reflectors necessary to comply with I.C.C. State of Illinois and Federal Motor Vehicle Requirements.

6.25. TRANSMISSION

- 1 Transmission must be an electronically controlled automatic type, with dash-mounted touch-pad shift selector; Allison #MD-3560P. Torque converter ratio to be determined by the gradability requirements listed within "Overall Design", Section 3.
- 2 Transmission temperature must be monitored by a dash-mounted gauge.

6.26. BRAKE SYSTEM

- 1 Vehicle must be equipped with a complete air braking system, designed to meet all applicable requirements of the Federal Motor Vehicle Safety Standards.
- 2 The air compressor must have a minimum capacity of 13 C.F.M.; Bendix / Westinghouse "Tu-Flo #550".
- 3 System must be equipped with an air dryer, with heating element; Bendix / Westinghouse #AD-9.
- 4 The system must include a low pressure buzzer and all valves, gauges and switches necessary for maximum vehicle safety.
- 5 Front brakes must be cam type, 15" x 4" minimum; rear brakes must be cam type, 16.5" x 7" minimum. All brakes must be 'Q' series.
- 6 All brakes must be equipped with automatic slack adjusters; Rockwell or Bendix brand only.
- 7 A "Glad Hand" air inflator valve must be provided to facilitate recharging of the brake system in emergency situations. Valve must be equipped with suitable dust shield. (Location must be approved by Fleet Management, Automotive Engineering Section prior to construction.)
- 8 All brakes must be provided with suitable dust shields.

6.27. AXLES

- 1 Front axle must be 12,000 lbs. minimum capacity, equipped with suitably rated double-acting shock absorbers.
- 2 Rear axle must be 23,000 lbs. minimum rated capacity. Ratio must be determined from data given in "Overall Design", Section 3.
- 3 Front axle must be equipped with "Stemco" oil hubs, with transparent caps.

6.28. STEERING/SUSPENSION

- 1 Power steering must be 12,000 lb. minimum capacity. Steering wheel must be 18" diameter with tilt capability.
- 2 Power steering fluid reservoir must be the largest capacity available from the chassis manufacturer as a regular production option.

- 3 Front springs must be 12,000 lb. minimum capacity.
- 4 Rear suspension must be 23,000 lbs. minimum capacity.

6.29.

TIRES/WHEELS

- 1 All tires must be Goodyear "G-186" 11R22.5 G (14 P.R.) tubeless radial.
- 2 Wheels must be ten stud steel disc type; 22.5 x 8.25, compatible with the City's existing fleet.
- 3 Two spare tires/wheels (mounted) must also be furnished for each vehicle ordered under these specifications.

NOTE: Spare tires/wheels must be delivered separately from the vehicle. Contact Vance Rockford at the Department of Fleet Management (312-744-7512) for exact delivery location and hours.

6.30.

CAB

- 1 Cab must be full conventional type with O.E.M. produced integral crew cab and tilting fiberglass hood; 137" B.B.C. minimum. Cab engine housing "dog house" must be non-existent or minimal.

NOTE: Aftermarket crew cab conversions are not acceptable.

- 2 Cab must be of all-steel construction, with galvanized metal used in all exterior panels.
- 3 Cab must be built with the following minimum interior dimensions:

Height (floor to headliner) -- 56"
Width @ seat level -- 65"
Width @ shoulder level -- 72"

- 4 The cab must be equipped with three-person full-width bench seats, front and rear. All seats must to have heavy duty vinyl upholstery and seat belts. Upholstery color must be black, or the darkest available grey. Cab must be provided with the following interior equipment, accessories and instrumentation:
- 5 Fuel gauge, air pressure gauges, voltmeter, electronic speedometer and tachometer, water temperature gauge, oil pressure gauge and oil pressure actuated hour meter. All gauges must be installed in the cab dash, by the OEM. Indicator lights alone are not acceptable;
- 6 All windows must be tinted safety glass;
- 7 The vehicle must be equipped with dual sun visors and arm rests;
- 8 The vehicle must be equipped with a heavy-duty fresh air heater and defroster with multi-speed blower; full cab circulation; and the manufacturer's largest available regular production option for the chassis model proposed;
- 9 The vehicle must be equipped with an interior dome light;
- 10 The vehicle must be equipped with dual electric horns;
- 11 The vehicle must be equipped with outside rear view mirrors, West Coast 6-1/2" x 16" extension arm type, right and left; hinge mounted, with heavy-duty bracing; adjustable right, left, fore and aft; separate 8" diameter convex mirror each side; all stainless steel or anodized aluminum;

- 12 The body must be equipped with cab grab handles, one at each door, and stainless steel or anodized aluminum handles and hardware;
- 13 The vehicle must be equipped with multi-speed electric powered windshield wipers, and washers, and a one-gallon capacity plastic reservoir (floor mounted washer switch is not acceptable).
- 14 Ignition and door locks for all units purchased under these specifications must be keyed alike; three keys per unit. Keys must also match existing vehicles. (Contact Department of Fleet Management, Automotive Engineering Section for acceptable key codes.)
- 15 Steel traction-type access steps must be provided below each cab door; maximum step height 18", and maximum height of first step from ground 18". Where the placement of a tool box, fuel tank, battery box, etc. prohibits the use of an OEM cab access step, "grip strut" step material must be utilized to facilitate cab access.
- 16 Front fender extensions or mud flaps must be installed.
- 17 Full floor solid rubber mat must be installed.
- 18 All cab installed controls must be back-lit and clearly identified with permanent labels/tags.

6.31. **PAINTING, RUSTPROOFING AND MARKINGS**

- 1 All metal surfaces must be properly prepared for painting to insure removal of any/all surface rust, welding slag, soot, dirt, grease and wax.
- 2 All metal surfaces must be primed with a minimum of two coats of Rustoleum brand spray primer.
- 3 The entire vehicle (cab, bumper, frame, fuel tank, wheels, body, etc.) must be sprayed with enough coats of Dupont Imron #N6179HN ("Transportation Orange") to produce a durable, attractive finish. The city reserves the right to choose another custom color at the time each order is placed, at no additional charge.
- 4 Pressure sensitive reflective sheeting must be applied to the right, left and rear sides of the vehicle. The sheeting must be 3M brand "Scotchlite Series #980 Diamond Grade". Sheeting must be alternating red and white pattern, 4" in height, applied along the full length and width of the body.
- 5 The cab, chassis and body must be rustproofed and undercoated using Ziebart brand corrosion protection material.

NOTE: Alternate corrosion protection materials will be considered only where such materials appear on the Federal Q.P.L. (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described within 17.06, below.

Manufacturer of proposed material ZIEBART

Q.P.L. # 297D

Work performed by: Ziebart of Illinois

Contact person and phone #: 847 455 2900 Tim Craubough

- 6 Rustproofing MUST be applied in strict accordance with Federal Standard #297D, or most current revision thereof. (Copy of Standard is available from the Department of Fleet Management, Automotive Engineering Section.)

NOTE: Alternate corrosion protection materials will be considered only where such materials appear on the Federal Q.P.L. (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described within 17.06.

Manufacturer of proposed material ZIEBART

Q.P.L. # 2970

Work performed by: Ziebart of Illinois

Contact person and phone #: 847 455 2900

Jim Craubargh

6.32.

RADIO PROVISIONS

- 1 A dedicated 20 ampere circuit must be provided in the chassis circuit breaker panel to power/protect a 2-way radio; radio is to be furnished and installed by the City.
- 2 A "Fort" heat treated radio cage must be installed in the vehicle cab. Exact mounting method and location are to be agreed upon prior to final construction.

6.33.

DUMP BODY

- 1 The unit must be a heavy duty "braceless" side (no vertical side braces) style body, with "uni-body" type understructure (no crossmembers).
- 2 Body length must be ten feet; inside width 84".
- 3 The body must be provided with 24" sides and 32" ends.
- 4 Body must be constructed with: 12" wide full depth rear corner posts; 30° sloping rub rails, and 5" fully boxed top rails. Each top rail must be formed so as to provide a horizontal surface below the side board (full length) and a 30° slope down to its vertical (outside) face.
- 5 Body longitudinal members must be full-length, produced from 8" structural steel "I" beams; 13 lbs. per foot.
- 6 The body must be designed and constructed for heavy-duty service without the need for crossmembers in its understructure.
- 7 Except where otherwise specified, the body must be fabricated from #8 gauge hi-tensile (grade #50) steel.
- 8 All body seams, including top rails, tailgate and cab shield mounting areas must be continuously welded. (Skip welds are permitted where the body floor attaches to the long sills, to minimize cracking.)
- 9 Floor must be produced from a single piece of 3/16" thick T-1 steel (100,000 p.s.i. minimum yield strength), formed with approximately 4" corner radii. Rear of floor is to be supported by an 8" structural steel rear apron.
- 10 Side panels must be brake formed for maximum strength and rigidity. Side panels must be formed with a boxed top rail, sloped rub rail and intermediate horizontal stiffening rib.
- 11 Front panel (bulkhead) must be reinforced with a 2" horizontal, full width, brake formed stiffening rib.
- 12 Tailgate must be heavy duty 6-panel, double acting, with 1" flame cut off-set hardware.
- 13 A sliding chute door must be incorporated into the tailgate; 18" minimum opening height. Control lever must be on the left (street) side of door, with a locking device to hold the door in the open position. All bolts at linkage pivots must be provided with "Ny-lock" type nuts. (Contact the Department of Fleet Management, Automotive Engineering Section to view sample.)
- 14 Tailgate chains must be of a high strength low alloy steel, not less than 5/16" in size, complete with grab hook for adjustability. Spreader chains (5/16") and banjo eyes must be provided to allow adjustments of

the tailgate opening. Chains must be of sufficient length to allow the tailgate to be lowered parallel to the body floor.

- 15 The complete tailgate assembly and all attachments must either be interchangeable from one body unit to another (throughout the contract quantity) or be marked with the respective vehicle number, using weld beading.
- 16 Tailgate control lever must be located at the front of body on the driver's side, with cross shaft and control rods to the tailgate, and must be equipped with stainless steel bushings or Zerk fittings. Control rods must be a minimum of 1/2" diameter, cold rolled steel. Rods must connect to the lower tailgate hooks with adjustable devices. Ring and chain must be installed to hold control lever in closed position.
- 17 A full length walkway must be installed along each side of the body. Walkway must be produced from the widest feasible tread of "grip strut" material, suspended from the rub rail by formed "gusset-type" brackets. (Location and mounting method are to be approved by the Department of Fleet Management, Automotive Engineering Section prior to construction.)
- 18 Dump body must be equipped with an automatic or semi-automatic retractable tarp system, such as Pull-tarp p/n 102-0235.. The tarp assembly must be made primarily of aluminum or another corrosion-resistant metal.
- 19 Shield must be fabricated from #7 gauge steel sheet. Shield must be (nominal) 3/4 body width and 1/2 cab length. Front edge of shield must be bent 3" upward, with a 2" return bend. Shield must be welded to the body bulkhead and supported with suitably sized steel angles. Minimum clearance to the nearest point on the cab must be 3". Shield is not to interfere with exhaust stack or beacon light.
- 20 The body must be equipped with a 2-step access ladder, located at the front left corner of the body. The ladder must be fabricated from steel channel rails and 2" x 12" "grip strut" treads; bottom step must be approximately 22" above ground level. A 24" high grab handle, formed from 5/8" round steel bar also must be installed adjacent to the access ladder. Side board pockets must be provided above the body top rails. Full length 2" x 8" pine boards must be installed in the pockets. Pocket openings must be no larger than 1 3/4" to hold the boards snugly.
- 22 Steel "C" channels must be welded vertically to the inside of the body side walls, 27" from the bulkhead. The channels must accommodate two 2" x 12" boards lying on edge across the body to form a "compartment". Two pressure treated pine 2" x 12" boards also must be provided and secured in place.
- 23 Rubber "anti-sail" mud flaps must be installed behind the rear wheels. Curved steel splash guards and supports must be welded ahead of the rear wheels.

6.34.

DUMP BODY HOIST

- 1 The body hoist must be a double-acting, single cylinder under-body type, with twin push arms; NTEA type "V". The hoist must be equipped with a 4" sub-frame, mounted to the chassis frame rails.
- 2 Hoist must have a minimum N.T.E.A. Class #50 rated capacity of 14 tons. Hoist anchors and body hinge members must have sufficient built-in safety factors to withstand maximum carrying and dumping stresses.
- 3 The body must have a maximum dumping angle of not less than 50°, and be capable of holding a full load at any interim point. Check valve must be incorporated into the hoist hydraulics.
- 4 The hoist cylinder must be a minimum of 7" in diameter, with a 2-1/2" diameter piston rod. Rod must be either hard chrome-plated or "nitrited".
- 5 All connecting pins and trunnion pivot must be either hard chrome plated or "nitrited". All pivot points must also be equipped with maintenance-free Teflon composite bearings/bushings.

6 Heavy-duty body guides must be mounted to the chassis frame rails or hoist mounting plate. The guides must be designed and constructed to align the body while lowering AND to prevent lateral movement of the body during vehicle cornering, etc..

7 Dual body "props" must be installed to support the body during servicing operations.

8 A weather-proof electrical switch must be installed to activate a cab warning light when body is raised; it must be wired to the cold side of ignition switch. Warning light must be red, and located on the control console.

6.35. PINTLE HOOK

1 A heavy-duty pintle hook, "Holland #T90-A", must be installed at the rear of the body. Pintle hook must be mounted to suitably-sized steel channel and "A-braced" to chassis frame rails. Installation must allow the hook to be utilized to its maximum rated capacity; hook seat to be 24" above ground level. Heavy duty "D" rings must also be installed.

6.36. ELECTRICAL TRAILER CONNECTOR

1 A heavy duty 6-prong female electrical trailer connector with flap must be installed flush with vehicle rear, in close proximity to the pintle hook.

2 A heavy gauge electrical wiring harness must be run from the trailer connector to the body junction box.

6.37. TOOL CABINET

1 A dual-door under-bed type tool storage cabinet must be mounted below the cab. The cabinet dimensions are to be approximately 96" long, 18" deep and 18" high. NOTE: It is to be the Contractor's responsibility to select the exact storage cabinet size and mounting location. Size and location must provide the maximum possible storage, while not interfering with frame and/or cab mounted components.

2 The cabinet construction must incorporate the following features: fully arc welded seams; reinforced corners; rolled edges; formed reinforcement ribs; rain deflector lip; flanged or double-wall doors; jacketed cable door supports; rubber bulb-type weatherstripping; and paddle-type door latches with locks.

3 Cabinet must be produced from #12 gauge steel; doors must be #14 gauge steel.

4 The cabinet must be mounted to the truck frame rails using a minimum of four suitably sized steel channel brackets.

5 The cabinet support brackets must extend approximately 6" beyond the edge of the cab to support an access step. This step must be 96" in length, and be produced from 6" wide "GRIP STRUT" tread material. Front and rear corners of the step must be tapered. Maximum step height to be 18" above the ground.

NOTE: The cabinet support brackets must be shimmed to eliminate interference between the compartment doors and the cab access step.

6.38. P.T.O. AND PUMP

1 The body hoist must be powered by a heavy-duty transmission mounted, solenoid actuated, Chelsea "hot shift" P.T.O., and constant displacement bi-directional gear-type pump. The hydraulic pump must be sized to deliver the flow and pressure required by the hoist manufacturer for optimum performance at an engine speed of 1,500 r.p.m.. The P.T.O. and pump must be directly coupled.

2 The P.T.O. and pump must operate quietly under load. P.T.O. installation must take full advantage of the safety and operational provisions of the transmission's electronic controls. The P.T.O must be activated by a "Wired Rite" electric switch located in the cab.

3 The suction line leading to the pump must be sized to accommodate the flow produced @1,600 r.p.m. without exceeding an oil velocity of three feet per second (3 ft./sec.).

4 The pump must be fed from the hoist manufacturer's standard hydraulic oil reservoir and filter screen and/or cartridge.

6.39. SOLVENT TANK

1 A solvent storage tank, measuring approximately 15" wide, 20" high and 15" deep must be installed ahead of the right rear wheel splash guard. The tank must be constructed from #12 gauge steel and be mounted to the chassis frame with suitably-sized brackets and fasteners.

2 The tank must have a 2" diameter filler neck and fuel type cap. Outboard wall of the tank must be provided with a ½" NPT pipe boss and a ball valve-type spigot.

6.40. CERTIFICATES AND APPLICATIONS

1 A minimum of 72 hours prior to delivery, the Contractor will furnish the Department of Fleet Management, Automotive Engineering Section with the following items for each unit being delivered: Certificate of Origin; odometer statement; applicable warranty certificates; completed Illinois Department of Revenue Form #ST556, and; completed Application for Vehicle Title.

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

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

6.41. ADDITIONAL ITEMS

1 The Contractor must provide quotes on the Proposal Page for the following additional item. Bid Lines #2 through #3 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 #3 are for upgrade pricing only, and must not include the base unit price indicated on Bid Line #1.26.1.2 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. 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.

2 **BID LINE #2: MANUAL SET – HARD COPY** - Units ordered with Bid Line #2 must be delivered with a full paper set of maintenance manuals, including one complete parts manual, one technical service manual, one complete wiring schematic (if not included with in the service manual) and service and parts manuals for all auxiliary equipment.

3 **BID LINE #3: MANUAL SET – ELECTRONIC** - Units ordered with Bid Line #3 must be delivered with a full set of maintenance manuals on CD or DVD, including one complete parts manual, one technical service manual, one complete wiring schematic (if not included with in the service manual) and service and parts manuals for all auxiliary equipment.

6.42.

PRE-CONSTRUCTION MEETING

- 1 The Contractor and representatives of all sub-contractors are to meet with Department of Fleet Management personnel to clarify the intended manufacture and placement of components. This pre-construction meeting is to be held at Fleet Management's facility at 1685 N. Throop Street, Chicago, Illinois within ten days after notification of the contract award.

6.43. 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 should also follow 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 :

Total **2** page(s).

RFQ Header Information

Please Respond By 5/4/2009

RFQ Number 3118

Ship To Location 160

For More Information Please Contact CAROLYN ALCARAZ

312-744-9776

RFQ Description CREW CAB DUMP TRUCKS

Special Instructions

Your Quote is Effective as of 5/4/2009

RFQ Status Active

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 early indicated on the bid.

RFQ Header Details

Contract Type VEHICLES/HEAVY EQUIPMENT (CAPITAL)

Specification 69285

Target Market NO

Procurement Type BID

Advertise Date 3/16/2009

Bid Deposit Required NO

WEB BID Edit Rules ALL

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
100% Owned Business Enterprise	Target Percentage Rate	16.90 %
80% Owned Business Enterprise	Target Percentage Rate	4.50 %

Line	Type	Item	Category	Commodity Desc	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mtr	Comments
1	Goods	0705172020	07051	DUMP TRUCKS - 4 X 2 DIESEL POWERED CREW-CAB/CHASSIS, 35,000 GYWR, COMPLETE WITH A 5 CY/D DUMP BODY, UNDERBODY HOIST AND ALL RELATED COMPONENTRY	Each	100	\$ 82,901	(N/A)	\$ 8,290,100	(N/A)	
2	Goods	7154705511	71547	MANUALS, AUTOMOTIVE-MANUAL SET, ELECTRONIC, FOR CREW CAB DUMP TRUCK	Each	100	\$ 169	(N/A)	\$ 16,900	(N/A)	
3	Goods	7154705028	71547	MANUALS, AUTOMOTIVE-MANUAL SET, HARD COPY, FOR CREW CAB DUMP TRUCK	Each	100	\$ 150	(N/A)	\$ 15,000	(N/A)	

Total Price \$ 8,322,000

Supplemental Information AS requested on
 Line 6.23 # 2 @ City of Chicago Type BATTERY
 Box # 450⁰⁰ ea.

8. BID DATA PAGES

Bidder is required to complete the appropriate information for the Crew Cab Dump Trucks 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".

8.1.1. FRAME

GENERAL:

A) SIDERAIL TYPE C Channel
 B) SIDERAIL SECTION 11 3/2 X 3 1/2 X 10 3/16
 C) REINFORCEMENT TYPE NA
 D) REINFORCEMENT SECTION X X

RATINGS:

A) SECTION MODULUS 15.07
 B) YIELD STRENGTH (PSI) 120K
 C) RBM 1,802,400

8.1.2. ENGINE

GENERAL:

A) MAKE Commins
 B) MODEL ISB
 C) CYLINDERS 6
 D) DISPLACEMENT (CID / L) 6.7L
 E) ASPIRATION TYPE TURBO

RATINGS (MFG'S. PUBLISHED):

A) MAX SAE GROSS HP 240 @ 2400 RPM
 B) MAX SAE NET HP 240 @ 2400 RPM
 C) MAX SAE GROSS TORQUE 620 @ 1600 RPM
 D) MAX SAE NET TORQUE 620 @ 1600 RPM
 E) GOVERNED SPEED _____ RPM

8.1.3. FILTRATION:

A) AIR FILTER TYPE Dry W/RESTRICTION GAGE? Y
 B) FUEL FILTER QTY/TYPE 1 Spin on
 C) OIL FILTER TYPE / CAPACITY 1 1QT
 D) BYPASS FILTER TYPE Yes

8.1.4. COOLING:

A) SYSTEM CAPACITY (GAL) 5.5
 B) RADIATOR FRONTAL AREA (in²) 9.50
 C) RADIATOR FINS/INCH 13

8.1.5. EXHAUST (CHECK ONE):

A) HORIZONTAL _____
 B) VERTICAL, SHIELDED _____
 C) VERTICAL, UNSHIELDED with muffler exhaust pipe

8.1.6. TRANSMISSION

GENERAL:

- A) MAKE
- B) MODEL
- C) SPEEDS
- D) MAX. INPUT TORQUE RATING
- E) MAX. INPUT HP RATING

Allison
M03760P
5
860
325

RATIOS:

- 1ST GEAR 4.59 :1
- 2ND GEAR 2.25 :1
- 3RD GEAR 1.59 :1
- 4TH GEAR 1.00 :1
- 5TH GEAR .75 :1
- 6TH GEAR _____ :1
- 7TH GEAR _____ :1
- REVERSE _____ :1

CLUTCH

GENERAL:

- A) MAKE
- B) MODEL
- C) SIZE
- D) DISC MATERIAL
- E) NO. OF PLATES
- F) PUSH OR PULL TYPE?

NA

AXLES

GENERAL (FRONT):

- A) MAKE
- B) MODEL
- C) PUBLISHED WT. RATING @ GRD.
- D) SPEED(S)
- E) RATIO(S)
- F) REDUCTION (SGL. OR DBL.)

Freightliner
AF-12.03
12,000
NA (IF APPLICABLE)
NA (IF APPLICABLE)
NA (IF APPLICABLE)

GENERAL (REAR):

- A) MAKE
- B) PUBLISHED WT. RATING @ GRD.
- C) SPEED(S)
- E) RATIO(S)
- F) REDUCTION (SGL. OR DBL.)

AMS
23,000
1 (IF APPLICABLE)
6.14 (IF APPLICABLE)
SGL (IF APPLICABLE)

8.1.7.

BRAKES

SYSTEM: (CHECK ONE):

- A) AIR
- B) HYDRAULIC

✓

GENERAL (AIR):

- A) MAKE/TYPE, FRONT
- B) MAKE/TYPE, REAR
- C) BRAKE SIZE, FRONT
- D) BRAKE SIZE, REAR
- E) COMPRESSOR MAKE/MODEL
- F) COMPRESSOR DISPLACEMENT
- G) AIR DRYER MAKE/MODEL

Meritor Q+
"
15K4
16.5K7
Comm. ind.
18.7
BORG WANNEN AD-9

GENERAL (HYDRAULIC):

- A) MAKE/TYPE, FRONT
- B) MAKE/TYPE, REAR
- C) BRAKE SIZE, FRONT
- D) BRAKE, REAR

N/A

GENERAL (PARKING BRAKE):

- A) MAKE
- B) TYPE
- C) SIZE

Make B
Chamber
20/20

8.1.8. SPRINGS/SUSPENSION

GENERAL (FRONT):

- A) SPRING TYPE
- B) SPRING CAPACITY RATING

Taper Leaf
@ GROUND 6000 P/SPRING

GENERAL (REAR):

- A) SUSPENSION MAKE
- B) SUSPENSION TYPE
- C) SPRING TYPE
- D) SPRING CAPACITY RATING
- E) AUX. SPRING CAPACITY RATING

← Flat Leaf
FLAT LEAF
@ GROUND 11,500 P/SPRING
@ PAD 10,500 P/SPRING

8.1.9. TIRES/WHEELS

WHEELS (FRONT):

- A) MAKE
- B) TYPE
- C) WEIGHT CAPACITY

Accuride
Disc
8000

RIMS (FRONT):

- A) MAKE
- B) TYPE
- C) NO. OF PIECES
- D) BEAD SEAT (DEGREES)
- E) WEIGHT CAPACITY

N/A

TIRES (FRONT):

- A) MAKE
- B) MODEL
- C) SIZE & PLY RATING
- D) REV'S PER MILE
- E) WEIGHT CAPACITY

GOODYEAR
G149 (select) C6620
11.22.5 14 PLY 501
6175 @ 95 PSI

13.8.4 WHEELS (REAR):

- A) MAKE
- B) MODEL
- E) WEIGHT CAPACITY

Accuride
Disc
8000

RIMS (REAR):

- A) MAKE
- B) TYPE
- C) NO. OF PIECES
- D) BEAD SEAT (DEGREES)
- E) WEIGHT CAPACITY

1

TIRES (REAR):

- A) MAKE
- B) MODEL
- C) SIZE & PLY RATING
- D) REV'S PER MILE
- E) WEIGHT CAPACITY

Good Year
 G164 on request
 11 R 22.5 14
 499
 5840 @ 95 PSI

8.1.10. ELECTRICAL

BATTERIES:

- A) MAKE
- B) MODEL
- C) QUANTITY
- D) VOLTAGE
- E) CCA (COMBINED)
- F) RESERVE CAPACITY

Allianco
 1031
 3
 12V
 2280
 162 min

ALTERNATOR:

- A) MAKE
- B) MODEL
- C) CAPACITY (AMPERES)
- D) AMPS @ IDLE

Delco Rem
 2658
 160
 100

STARTER:

- A) MAKE
- B) MODEL
- C) VOLTAGE

Delco
 28MT 00
 12V

CIRCUIT PROTECTION: (CHECK ONE)

- A) REPLACEABLE FUSES
- B) CIRCUIT BREAKERS

BOTH

SYSTEM POLARITY: (CHECK ONE)

- A) POSITIVE
- B) NEGATIVE

✓

8.1.11. EQUIPMENT/ACCESSORIES

NOTE: WHERE ITEM IS NOT APPLICABLE, INDICATE WITH "N/A".

BLOCK HEATER:

- A) MAKE/MODEL
- B) WATTS

Phillips Terra
 750

ENGINE SHUT-DOWN SYSTEM:

- A) MAKE/MODEL
- B) OVER-RIDE?

Commins
 Integral 405

FRAME EXTENSION:

- A) INTEGRAL OR BOLT-ON?
- B) DIMENSIONS
- C) RBM

N/A

FUEL TANK(S):

- A) QUANTITY
- B) CAPACITY
- C) LOCATION
- D) TYPE OF SIPHON PROTECTION

1
 50
 LH ALUM
 CAP

8.1.12.

GAUGES:

A) LIST ALL GAUGES PROVIDED

Per spec

8.1.13.

HEATER/PROTECTION:

A) BTU RATING

50,000

8.1.14.

HOOD/FENDERS:

A) HOOD CONFIGURATION

B) HOOD MATERIAL

C) FENDER MATERIAL

D) BUTTERFLY/ACCESS HATCHES

Canv
Composite
"
N
(Y/N)

8.1.15.

HOURLMETER (ENGINE):

A) MAKE/MODEL

B) ELECTRIC OR OIL PRESSURE ACTUATED?

Freightliner
OIL

8.1.16.

MIRRORS:

A) TYPE

B) SIZE

C) QUANTITY

D) HEATED

Western Conv
16 x 7
2
N
(Y/N)

8.1.17.

POWER TAKE-OFF:

A) MAKE/MODEL

B) HP OF OUTPUT SHAFT @1,000 RPM

C) RIGHT OR LEFT MOUNT?

D) RATIO

Chelsea Hoop
1037
RIGHT

8.1.18.

SEATING:

FRONT:

A) CAPACITY

B) BENCH OR BUCKETS?

C) DRIVER'S SEAT MAKE

3
BENCH

REAR:

A) CAPACITY

B) BENCH OR BUCKETS?

3
BENCH

8.1.19.

SHOCK ABSORBERS:

A) FRONT (Y/N)? Y

B) MAKE

C) PISTON DIAMETER

D) SINGLE OR DOUBLE ACTING?

REAR (Y/N)? N
FREIGHTLINER
1.28
DDC

8.1.20.

SHUTTERS:

- A) AIR OR ELECTRIC?
- B) MAKE/MODEL

N A

8.1.21.

STARTING AID:

- A) TYPE
- B) MAKE/MODEL
- C) ACTIVATED HOW?

GRID
INTAKE HEATER
REV

8.1.22.

STEERING:

- A) WEIGHT CAPACITY
- B) MANUAL OR POWER?
- C) STEERING GEAR RATIO

12,000
POWER
18:1

8.1.23.

BODY AND MOUNTED EQUIPMENT

BODY:

- A) TYPE
- B) MAKE/MODEL
- C) DIMENSIONS
- D) CAPACITY
- E) WEIGHT
- F) MATERIAL(S)
- G) LITERATURE FURNISHED (Y/N)?

DUMP
TRUCK ENGINEERING SLEV
10' x 7' APPROX
5-7 YDS
2000 LBS
FLOOR TI ROPS & GA CANON WHEEL
YES

HOIST:

- A) MAKE/MODEL
- B) NUMBER OF CYLINDERS
- C) CYLINDER BORE/STROKE
- D) CYLINDER DIAMETER
- E) CAPACITY @ 45°
- F) WEIGHT
- G) LITERATURE FURNISHED (Y/N)?

Truck Engineering
ONE
8" 20" x 5" roller
8" roller
17.6 tons
1,000 lbs
YES

AERIAL DEVICE:

- A) MAKE/MODEL
- B) TELESCOPIC OR ARTICULATED?
- C) VERTICAL REACH (MAX.)
- D) HORIZONTAL REACH (MAX.)
- E) LIFTING CAPACITY (MAX.)
- F) WEIGHT
- G) LITERATURE FURNISHED (Y/N)?

LIFT GATE:

- A) MAKE/MODEL
- B) WEIGHT CAPACITY
- C) PLATFORM SIZE
- D) NUMBER OF CYLINDERS
- E) CYLINDER DIAMETER
- F) WEIGHT
- G) LITERATURE FURNISHED (Y/N)?

FIFTH WHEEL:

- A) MAKE/MODEL
- B) MOUNTING HEIGHT
- C) MANUALLY OR AIR OPERATED?
- D) WEIGHT

E) LITERATURE FURNISHED (Y/N)? _____

SNOW PLOW/HITCH:

- A) FLOW MAKE/MODEL _____
- B) FLOW LENGTH _____
- C) REVERSIBLE (Y/N)? _____

SALT SPREADERS:

- A) MAKE/MODEL _____
- B) HOPPER CAPACITY _____
- C) DIMENSIONS _____
- D) HOPPER MATERIAL _____
- E) SPINNER MATERIAL _____
- F) CONVEYOR WIDTH _____
- G) WEIGHT _____
- H) LITERATURE FURNISHED (Y/N)? _____

8.1.24. PERFORMANCE DATA

MAXIMUM GEARED SPEED = _____ 62

GRADEABILITY = _____ 25%

WEIGHT DISTRIBUTION

	FRONT	REAR	TOTAL
A) CAB/CHASSIS	6658	4172	10830
B) DRIVER	100	100	200
C) FUEL	272	88	360
D) BODY	248	4052	4300
E) _____	_____	_____	_____
F) _____	_____	_____	_____
G) _____	_____	_____	_____
H) _____	_____	_____	_____
I) SUB-TOTALS	7278	8412	15690
J) PAYLOAD (MAX.)	4722	14588	19310
K) TOTALS	12000	23000	35000

8.2. LITERATURE/DATA:

Has the Contractor included the following informational items with its bid per 6.16 LITERATURE/DATA? Yes

Has the bidder submitted current published literature describing the proposed vehicles? YES NO _____

8.3. MAKES AND MODELS PROPOSED:

2009 -
2010 - Freightliner M2 w/ Taven Engineer
Dump (model ya depends on order)

8.4. EXCEPTIONS, IF ANY, TO PROVISION(S) OF THE SPECIAL CONDITIONS:

None

8.5. SUPPLEMENTAL INFORMATION:

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.

8.6. 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.

<u>COMPONENT/ FEATURE</u>	<u>PROPOSED COVERAGE</u>
Complete Unit:	1 year / UNL
Engine:	2 yrs / 100k
Transmission:	3 yrs / UNL
Chassis Frame:	1 year / UNL
Corrosion:	1 year / UNL
Body:	1 year / UNL
Other:	

8.7. TRAINING OFFERED: (IF ABOVE THE 8 HOUR PER UNIT MINIMUM REQUIREMENT):

Complete

8.8. PARTS/SERVICE AVAILABILITY: (CHECK IF APPLICABLE)

() The bidder currently holds a contract with the City of Chicago covering parts/service for this make/type of equipment.

8.9. LOCATION OF REPAIR AND MAINTENANCE SHOP:

776 N. York Rd
Elmhurst IL 60126

8.10. INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: <input checked="" type="checkbox"/>
EXCLUSIVE DISTRIBUTOR*	YES: _____	NO: <input checked="" type="checkbox"/>
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: <input checked="" type="checkbox"/>	NO: _____
MANUFACTURER'S AUTHORIZED SERVICE REPRESENTATIVE*	YES: <input checked="" type="checkbox"/>	NO: _____

8.11. EXCEPTIONS, IF ANY, TO PROVISION(S) OF THE DETAILED SPECIFICATIONS:

Section No.: _____ Description: _____

Section No.: _____ Description: _____

Section No.: _____ Description: _____

NOTE: 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).

8.12. PERSON TO CONTACT REGARDING THIS BID

NAME: FRED SERG PHONE: 630 279 0600
TITLE: G.S.M FAX: 847 671 0180
E-MAIL: fredserg@Transchieng.com

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?
() Yes () No

2. Street address of principal place of business:

776 N. York Rd
Elmhurst IL 60126

3. How many persons are currently employed by bidder? 81

4. How many of bidder's current employees work at City of Chicago locations? 0

5. Is bidder subject to City of Chicago taxes?
() Yes () No

Signed: David P. McCarthy

Printed Name: David P. McCarthy

Title: Sec Treas

County of DuPage

State of IL

Acknowledged under oath on (date) 5/26/09

Before me by David P. McCarthy

As (title) Sec Treas

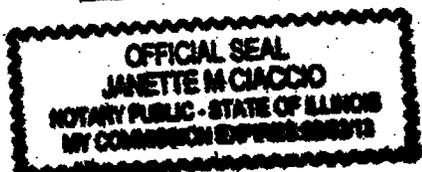
of (firm) Trans Chicago Tax Group

Notary Public Signature: Janette M Caccio

(Seal)

Commission _____

Expires: 2/2/13



11. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. 69285 containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) 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.

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.

NAME OF CORPORATION: Trans Chicago Trench Group
(Print or Type)

SIGNATURE OF PRESIDENT*: [Signature]
(Or Authorized Officer)

TITLE OF SIGNATORY: President
(Print or Type)

BUSINESS ADDRESS: 776 N. York Rd Elmhurst IL 60126
(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: [Signature]
Corporate Secretary Signature
(Affix Corporate Seal)

State of IL
County of DePage

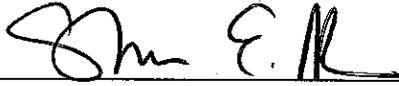
This instrument was acknowledged before me on this 26 day of May, 2009 by P. Douglas Cape as President (or other authorized officer) and Davin P. McCarty as Secretary of Trans Chicago Trench Group Corporation Name.

Notary Public Signature: [Signature]
Commission Expires: 2/2/13 (Seal)



SECTION 5
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 3 DAY OF September, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1545-14490

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 458,407.50
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 29 2015