

CONTRACT FOR SERVICE

CONTRACT NO: 1545-14493

FOR

**6 x 4 DIESEL-POWERED CONVENTIONAL CAB/CHASSIS WITH DUMP BODIES,
PREWET SYSTEMS, SNOW PLOW HITCHES AND SNOW PLOWS**

BETWEEN



**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
MANAGEMENT
AND**

**PATSON, INC. DBA TRANS CHICAGO TRUCK COMPANY
(Based on City of Chicago Contract No. 25053)**

**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. 25053)

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 6 x 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet System, Snow Plow Hitches and Snow Plows 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 August 4, 2011 for the provision of services by the Contractor for the City relative to 6 x 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet System, Snow Plow Hitches and Snow Plows ("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 County 6 x 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet System, Snow Plow Hitches and Snow Plows, 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 \$1,217,139.00 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. 25053)

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GENERAL CONDITIONS

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GENERAL CONDITIONSGC-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 CONDITIONSGC-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 REQUIREMENTSWaiver 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 CONDITIONSGC-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 CONDITIONS**GC-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 CONDITIONSGC-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.cookcountylil.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 CONDITIONS**GC-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.cookcountyil.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 GOALS**A. 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 than 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 CONDITIONSGC-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 CONDITIONS**GC-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 CONDITIONS**GC-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 CONDITIONS**GC-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 CONDITIONS

GC-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 CONDITIONSGC-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 CONDITIONS**GC-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 CONDITIONS**GC-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

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

OCPO ONLY:
<input type="radio"/> Disqualification <input type="radio"/> 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:
Total Bid or Proposal Amount:	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor):	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

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>

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

Name

Title

Prime Contractor Signature

Date

**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: 1545-14493

EXHIBIT 1

Cook County Requirements and Price Proposal



COOK COUNTY REQUIREMENTS AND PRICE 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 bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any 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.

Prepared for:
Dan Gizzi
Cook County Highway
Department
118 N Clark St
Chicago, IL 60602
Phone: 312-603-6825

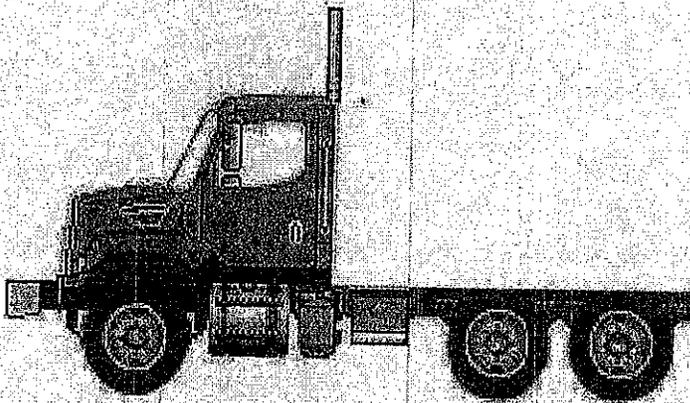
Prepared by:
Fred Seng
TRANSCHICAGO TRUCK
GROUP
776 N York Rd
Elmhurst, IL 60126
Phone: 312-909-7841

A proposal for
Cook County Highway Department

Prepared by
TRANSCHICAGO TRUCK GROUP
Fred Seng

Apr 01, 2015

Freightliner 108SD



Components shown may not reflect all spec'd options and are not to scale

Application Version 8.7.010
Data Version PRL-13D.001
County 7 2015 REV



04/01/2015 12:22 PM

Page 1 of 18

Prepared for:
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 Phone: 312-603-8825

Prepared by:
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 Elmhurst, IL 60126
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QUOTATION

1085D CONVENTIONAL CHASSIS	
SET BACK AXLE - TRUCK	16,000# FLAT LEAF FRONT SUSPENSION
CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM	108 INCH BBO FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4400MM (173 INCH) WHEELBASE
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
HENDRICKSON HAULMAX REAR SUSPENSION @ 40,000#	1600MM (63 INCH) REAR FRAME OVERHANG
MFS-14-143A 14,700# FF1 SINGLE FRONT AXLE	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (7)	\$ 90,909	\$	636,363
EXTENDED WARRANTY		\$ 1,754	\$	12,278
DEALER INSTALLED OPTIONS		\$ 81,489	\$	570,423
CUSTOMER PRICE BEFORE TAX		\$ 174,152	\$	1,219,064

TAXES AND FEES			
FEDERAL EXCISE TAX (FET)		\$ (275.0)	\$ (1925.0)
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0

TRADE IN			
TRADE-IN ALLOWANCE		\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 173,877	\$ 1,217,139

COMMENTS: Projected delivery on ___/___/___ provided the order is received before ___/___/___.
 APPROVAL: Please indicate your acceptance of this quotation by signing below. Customer: _____
 X _____ Date: ___/___/___

Daimler Truck Financial
 Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtff.com.
 Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-13D	SD PRL-13D (EFF:02/27/15)			STD
Data Version				
DRL-001	SPECPRO21 DATA RELEASE VER 001			N/C
Vehicle Configuration				
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748	\$117,650.00
004-216	2016 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD: 14700.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD: 40000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 54700.0 lbs			
Truck Service				
AA3-018	FRONT PLOW/END DUMP BODY			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
A88-99D	EXPECTED TRUCK BODY LENGTH: 13.0 ft			
Engine				
101-2XE	CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 850 LB/FT @ 1300 RPM			\$1,517.00
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
N 79G-001	3 MINUTES IDLE SHUTDOWN WITHOUT CLUTCH AND SERVICE BRAKE OVERRIDE			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-015	2015 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			STD
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-1AV	(3) ALLIANCE MODEL YT31, GROUP 31, 12 VOLT 2190 CCA THREADED STUD BATTERIES	40	20	\$277.00
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL			\$245.00
281-001	STANDARD BATTERY JUMPERS			STD
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-061	POSITIVE LOAD DISCONNECT WITH CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTSIDE OF CAB	2		\$207.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$89.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$874.00
28E-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-026	10 FOOT 06 INCH (126 INCH +/- 5 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-003	23 GALLON DIESEL EXHAUST FLUID TANK	20	5	\$158.00
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			\$32.00
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			\$18.00
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			STD
266-028	1200 SQUARE INCH ALUMINUM RADIATOR			STD
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT			N/C
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD



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 GROUP
 776 N York Rd
 Elmhurst, IL 60126
 Phone: 312-909-7841

Data Code	Description	Weight Front	Weight Rear	Retail Price
270-016	RADIATOR DRAIN VALVE			STD
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION	10		\$222.00
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$86.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	15		\$40.00
Transmission				
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			(\$75.00)
Transmission Equipment				
343-344	ALLISON VOCATIONAL PACKAGE 235 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, PTS AND HS			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-018	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 1, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			STD
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD
Front Axle and Equipment				
400-099	MFS-14-143A 14,700# FF1 SINGLE FRONT AXLE	60		\$1,144.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$109.00
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR	5		\$99.00
407-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-004	16,000# FLAT LEAF FRONT SUSPENSION	260		\$689.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
Rear Axle and Equipment				
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500	\$10,481.00
421-643	6.43 REAR AXLE RATIO			\$147.00
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40	\$105.00
388-046	SPL140HD DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	25	25	\$90.00
388-012	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES		10	\$461.00
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES			N/C
87A-001	BLINKING LAMP WITH EACH MODE SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
Wheelbase & Frame				
645-440	4400MM (173 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/O.344X10.94 INCH) 120KSI	150	-20	\$322.00
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW			N/C
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	115	-20	\$45.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 107.46 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 104.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL: 301.16			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE: 107.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE: 16.72 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE: 46.76 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		\$50.00
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1E5	14 INCH PAINTED STEEL BUMPER			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$95.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
Fuel Tanks				
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5		\$37.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-077	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL AND PRIMER PUMP			\$75.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-994	MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES	50		\$482.00
094-0DH	MICHELIN XDE M/S 11R22.5 14 PLY RADIAL REAR TIRES		56	(\$120.00)
Hubs				
418-056	CONMET PRESET PLUS IRON FRONT HUBS			STD
450-056	CONMET PRESET PLUS IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$196.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		104	STD
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			\$68.00
Cab Exterior				
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTS			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
678-001	LH AND RH GRAB HANDLES			STD
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			\$224.00
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			\$68.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$15.00
644-004	FIBERGLASS HOOD			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK			(\$31.00)



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Data Code	Description	Weight Front	Weight Rear	Retail Price
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			STD
657-1AW	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1010			\$43.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			N/C
302-047	LED AERODYNAMIC MARKER LIGHTS			\$37.00
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5	\$123.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS			\$159.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8' BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER			STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
860-004	SMART SWITCH EXPANSION MODULE			\$234.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF			\$68.00
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH			\$17.00
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$221.00
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$69.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$34.00
* 149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL DISABLE OR NO CRUISE CONTROL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-001	OVERHEAD INSTRUMENT PANEL			\$76.00
748-001	POWER AND GROUND STUDS IN/UNDER DASH			\$17.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-012	FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT			\$113.00
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-038	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND SINGLE CONNECTOR AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS			\$215.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD

Design

065-000	PAINT: ONE SOLID COLOR			STD
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Color

980-3BB	CAB COLOR A: N2650EA LIME GREEN ELITE SS			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-020	STANDARD BLACK BUMPER PAINT			STD

Certification/ Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
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Secondary Factory Options

998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY			N/C
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$144,362.00

Weight Summary

Weight Front	Weight Rear	Total Weight
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Factory Weight	7785 lbs	6946 lbs	14733 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight	7785 lbs	6946 lbs	14733 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

P73-2FT STANDARD DESTINATION CHARGE	\$2,000.00
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Extended Warranty

N WAH-085 EXTENDED VEHICLE WARRANTY, 5 YEARS OR 50,000 MILES/80,000 KM	\$1,008.00
WAK-1CU ALLISON 3000 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES	\$546.00
WAG-052 TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1 YEAR/UNLIMITED MILES/KM, \$550 CAP	\$200.00
Total Extended Warranty (Local Currency)	\$1,754.00

Dealer Installed Options

	Weight Front	Weight Rear	Price
DL1 MONROE SS DUMP BODY WITH CONVEYOR SPINNER & PREWET	0	0	\$37,084.00
DL2 PLOW FRAME HITCH WITH CRANKSHAFT HYDRAULICS & CONTROLLER	0	0	\$26,321.00
DL3 MAINTENANCE SOFTWARE PACKAGE	0	0	\$586.00
DL4 LAPTOP COMPATIBLE WITH MAINTENANCE PACKAGE	0	0	\$693.00
DL5 MONROE REVERSIBLE SNOW PLOW	0	0	\$6,980.00
DL6 AUXILIARY HEATER	0	0	\$4,928.00
DL7 HYDRAULIC	0	0	\$4,897.00
Total Dealer Installed Options	0 lbs	0 lbs	\$81,439.00



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(*) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

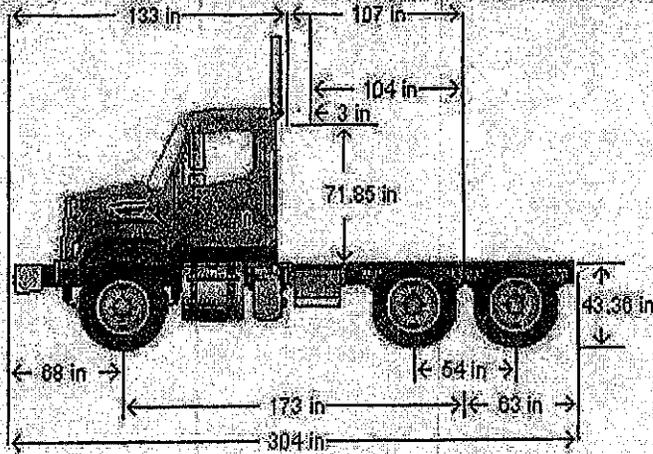
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	4400MM (173 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (882)	NO SLEEPER BOX/SLEEPER/CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BB)	133.3
Bumper to Centerline of Front Axle (BA)	67.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	107.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	104.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	1.5
Back of Cab Protrusions (Side Extenders/Trip Tab) (CP)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	179.4
Cab Height (CH)	71.9
Wheelbase (WB)	173.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	303.7
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	43.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

CONTRACT NO: 1545-14493

EXHIBIT 2

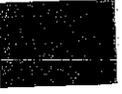
Evidence of Insurance



CONTRACT NO: 1545-14493

EXHIBIT 3

Identification of Subcontractor/Supplier/Subconsultant Form



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

OCPO ONLY:	
<input type="radio"/> Disqualification	
<input type="radio"/> 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:	8/30/2015
Total Bid or Proposal Amount:	\$1,217,139.00	Contract Title:	Snow Plow Trucks
Contractor:	Patson Inc., dba Transchicago Truck Group	Subcontractor/Supplier/ Subconsultant to be added or substitute:	Knights Body Shop
Authorized Contact for Contractor:	Fred Seng	Authorized Contact for Subcontractor/Supplier/ Subconsultant:	Ann Knight
Email Address (Contractor):	fredseng@transchicago.com	Email Address (Subcontractor):	a-knightsbodysshop@att.net
Company Address (Contractor):	776 N. York Rd.	Company Address (Subcontractor):	8604 Plainfield Rd.
City, State and Zip (Contractor):	Elmhurst, IL, 60126	City, State and Zip (Subcontractor):	Lyons, IL, 60534
Telephone and Fax (Contractor):	630-279-0600 630-279-0603	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>
Paining of Dump Bodies and Equipment	\$121,713.90

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

8/30/2015

Prime Contractor Signature

Date

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

OCPO ONLY:	
<input type="radio"/> Disqualification	
<input type="radio"/> 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: 8/31/2015
Total Bid or Proposal Amount: \$1,217,139.00	Contract Title: Plow 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: Joe 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): 630-279-0600 630-279-0603	Telephone and Fax (Subcontractor): 773-523-0421 773-523-6802
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>
Dump Bodies & Salt Spreaders	\$305,000.00

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.

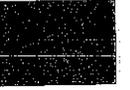
Contractor Patson Inc., dba TransChicago Truck Group

Name	P. Douglas Cayce	
Title	President	8/30/15
Prime Contractor Signature	Date	

CONTRACT NO: 1545-14493

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CONTRACT NO: 1545-14493

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.cookcountynil.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. 74th St Chicago IL 60609
 E-mail: Trianglefab@aol.com
 Contact Person: JOE GONZALEZ Phone: 773 523 9421
 Dollar Amount Participation: \$ 3,04,287.15
 Percent Amount of Participation: 25.7% %

*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-knightsbodyshop@att.net
 Contact Person: ANN Knight Phone: 708 447 2037
 Dollar Amount Participation: \$ 121,713.90
 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: 1377 W. 43rd St

Ethnicity: Hispanic American

City/State: Chicago Zip: 60609

Bid/Proposal/Contract #: 1545-14490

Phone: 773 523 0421 Fax: 773 523 8802

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:

\$304,297.75 on 2570 D.U.R. PAYMENTS
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.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Print Name

Print Name

Triangle Fabrication
Firm Name

Trans Chicago Truck
Firm Name

5/11/15
Date

5/11/15
Date

Subscribed and sworn before me

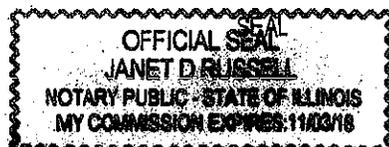
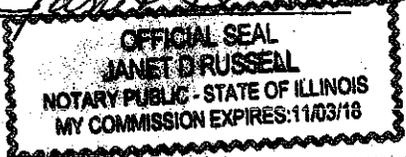
Subscribed and sworn before me

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

INI 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

N PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

ETER N. SILVESTRI
9th District

RIDGET GAINER
10th District

OHN P. DALEY
11th District

IN A. FRITCHEY
12th District

RRY SUFFREDIN
13th District

REGG GOSLIN
14th District

Y O. SCHNEIDER
5th District

EY R. TOBOLSKI
6th District

UNN DOODY GORMAN
7th 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: Louis IL Zip: 60134 Bid/Proposal/Contract #: 1545-14490
Phone: 708447237 Fax: 7084472691 FEIN #: 30-0138371
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:

\$121,713.90 OR 10% and PAYMENT
within 30 days of receipt

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent shall become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of _____ contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, _____ ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the _____ 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)
Ann Knight
Print Name
Knights Body Shop
Firm Name
5/11/15
Date

Signature (Prime Bidder/Proposer)
Doug Cayce
Print Name
TRANS Chicago Truck
Firm Name
5/11/15
Date

Subscribed and sworn before me
this ____ day of _____, 20____
Notary Public _____

Subscribed and sworn before me
this ____ day of _____, 20____
Notary Public _____

SEAL

SEAL



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 18 2013

Ann Knight
Knight's Body Shop, Inc.
8604 Plainfield Rd.
Lyons, IL 60534

Dear Ms. Knight:

We are pleased to inform you that **Knight's Body Shop, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **08/15/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **08/15/2014, 08/15/2015, and 08/15/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **08/15/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **06/15/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

Handwritten initials/signature

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):

811121 - Automotive Body, Paint and Interior Repair and Maintenance

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee 
Chief Procurement Officer

JLR/ha

ha

Subject: Re: Application Number 4524874

From: Biru, Ayenew (Ayenew.Biru@cityofchicago.org)

To: a-knightsbodyshop@att.net;

Date: Tuesday, March 10, 2015 4:28 PM

Hello Ann, unfortunately we do not send out new letters with annual no change affidavits. I am attaching your most recent certification approval where it states this policy. As far as the City is concerned, this letter is sufficient (combined with the updated online vendor directory) to prove your company's certification status. If you encounter resistance you are more than welcome to notify me and I can help out.

Regards,

Ayenew Biru
Certification/Compliance Officer
City of Chicago, Department of Procurement Services
121 N LaSalle Street, Rm. 806, Chicago, IL 60602
Phone: 312-744-2202 Fax: 312-744-9687
ayenew.biru@cityofchicago.org

Customer Care is our priority. Please contact us with compliments or concerns at dps.feedback@cityofchicago.org.

Please visit our website for information on programs, policies and procedures www.cityofchicago.org/procurement.

From: ann knight <a-knightsbodyshop@att.net>
Sent: Tuesday, March 10, 2015 4:24 PM
To: Biru, Ayenew
Subject: Re: Application Number 4524874

Thank you for your immediate attention. On the certification View, it states the renewal date will be 8/15/2015. I would like a updated letter of certification from the City of Chicago. When bidding is being done, I am asked for a letter of certification so I can be included in the bid. Let me know if you can handle this for me. Thanks again for you quick response. Ann

On Tuesday, March 10, 2015 3:32 PM, "Biru, Ayenew" <Ayenew.Biru@cityofchicago.org> wrote:

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION - FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
- (2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
- (5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CONTRACT NO: 1545-14493

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 cookcountyil.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. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE 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 State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction Inmates.

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
N/A	

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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): 363198663

Street Address: 776 N. YORK RD

City: Elmhurst State: IL

Zip Code: 60126

Phone No.: 630 279 0600 Fax Number: 630 451 3509

Email: fredsevg@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 Cape	776 N York RD Elmhurst IL	100%
Raymond Jones

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 [X] 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 Cape	776 N York RD Elmhurst	Pres. Part	
Raymond Jones	" " " " "	Vice Pres. Part	

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 Cayce

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

E-mail address

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

X Janet D. Russell
Notary Public Signature

President

Title

5/11/15

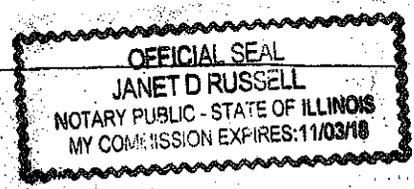
Date

Phone Number

630 279 0600

My commission expires: 11/3/18

Notary Seal





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**

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

Name of Person Doing Business with the County: Trans Chicago Tower 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 630279 0690

Email address of Person Doing Business with the County: dogcayce@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 Cayce 776 N. York RD Elmhurst IL 630 279 0600

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 preceding 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: 1345-14493

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,217,139

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

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

TRANS CHICAGO TAX GROUP D.B.A.
Trans Chicago Tax 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 Signature

Date

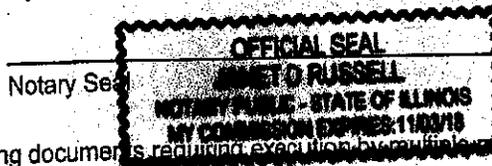
Assumed Name (if applicable)

Telephone and Email

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

Janet D. Russell
Notary Public Signature

My commission expires: 11/3/18

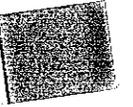


*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CONTRACT NO: 1545-14493

Attachment 1

City of Chicago Contract (Contract No. 25053)



Contract Summary Sheet

Contract (PO) Number: 25053

Specification Number: 92917

Name of Contractor: PATSON DBA TRANSCHICAGO TRUCK

City Department: DEPT OF FLEET MGMT

Title of Contract: 6 X 4 DIESEL-POWERED CONVENTIONAL CAB/CHASSIS WITH DUMP BODIES, PREWET SYSTEMS, SNOW PLOW HITCHES, AND SNOW PLOWS (Corrected vendor code from original PO#24985)

Term of Contract: Start Date: 8/4/2011

End Date: 8/3/2016

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$141,330,650.00

Brief Description of Work: 6 X 4 DIESEL-POWERED CONVENTIONAL CAB/CHASSIS WITH DUMP BODIES, PREWET SYSTEMS, SNOW PLOW HITCHES, AND SNOW PLOWS (Corrected vendor code from original PO#24985)

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:

AUG 11 2011

VENDOR NO: 50070766A

CONTRACT (PO) NO: ~~25053~~
25053

SPECIFICATION NO.: 92917

6 X 4 DIESEL-POWERED CONVENTIONAL CAB/CHASSIS
WITH DUMP BODIES, PREWET SYSTEMS, SNOW PLOW HITCHES, AND SNOW PLOWS.

CONTRACT PERIOD: SIXTY MONTHS

STARTING: 8.4.11 THROUGH: 8.3.16

REQUIRED FOR USE BY CITY OF CHICAGO



DEPARTMENT OF FLEET MANAGEMENT

Fund Number: 010 0C29 040 2035 2006 220450 90006111 0000 and Various

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

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

A Pre-Bid Conference will be held at 2:00 P.M., Chicago Time on Monday, April 18, 2011, 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 Wednesday, May 11, 2011. Bids will be read publicly. Bid package must be complete and returned in its entirety.

Issued by:

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

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, "6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows", the specification number "92917", 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

Jamie L. Rhee
Chief Procurement Officer

Patricia Daley
Diana Tran
Ch...

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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 will 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 worldwide accepted calendar
- "Chief Procurement Officer"** refers to the chief executive officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
- "City"** refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
- "Commissioner"** refers to the chief executive officer of the Department of Fleet 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 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows, 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 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows, 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. 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 cannot be readily determined based on price until all proposals have been evaluated.

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

2.4. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

2.5. PREPARATION OF PROPOSAL

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

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

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

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

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

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

2.6. SUBMISSION OF PROPOSALS

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose to the Department of Procurement Services, Room 301, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder must carry the following information on the face of the envelope: bidders name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

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

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

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. PERFORMANCE BOND

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

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

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

2.12. 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.

2.13. PRICE LISTS / CATALOGS

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

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

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

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 Number 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. CONTRACTOR'S FINANCIAL STATEMENT

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

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

2.16. 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.

2.17. 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.

2.18. NON-DISCRIMINATION

A. Federal Requirements

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

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

B. State Requirements

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

C. City Requirements

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

2.19. 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.

2.20. SAFETY AND LOSS CONTROL (COMPREHENSIVE VERSION)

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

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

1. Implementation of an Accident/Incident Reporting Program, which includes first aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses and damage to City property. Procedures must ensure that injured or medically ill persons receive prompt first aid and/or medical treatment and that every accident/incident occurring on City property is promptly reported to Contract Management and the Director.
2. A training program that includes safety and the identification of worksite hazards.
3. Conducting inspections pertaining to the work and activities being performed, to identify potential hazards and determine the actions required in correcting those hazards and providing a method of recording and monitoring the conditions, to ensure that those corrective actions are implemented.
4. The Contractor must require each Equipment Operator to conduct and document a safety inspection on his/her equipment at the start of each shift of operation on City property. This inspection must take place prior to operation of the equipment on City property, in order to ensure that defective or malfunctioning equipment is not utilized. The items included in the inspection must be consistent with the recommendations found in the equipment manufacturers' operator's manual. The Contractor must ensure that the completed inspection checklist is available for review by City personnel upon request.
5. Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses).
6. Development of an Emergency Evacuation/Disaster Control Plan consistent with the requirements of the City of Chicago. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Director.

7. The ability to produce applicable records, evidencing compliance with OSHA's Bloodborne Pathogens Standard when requested. This will include, but is not limited to Contractor records pertaining to applicable employee training, engineering/work practice controls (i.e., written procedures providing instructions on handling contaminated materials), personal protective equipment, and recordkeeping.
8. All maintenance, hauling and disposal operations must be so conducted as to cause a minimum amount of dust, noise, exposure to any and all hazardous materials, and inconvenience to the normal activities of the occupants of the property, pedestrians and buildings in the vicinity of the Work. The Contractor is responsible for conducting operations in such a manner as to prevent debris from being left in the public way and must provide clean up as required by the Director and applicable regulatory requirements. Whenever the Director determines any type of operation or activities constitutes a nuisance, the Contractor must immediately proceed to conduct its operations in an approved manner.
9. Material Safety Data Sheets (MSDS) must be submitted with this proposal for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity involved. The delivery, storage, handling, and use of the substances must comply with all applicable regulatory requirements at all times. The Contractor must also furnish Material Safety Data Sheets at the time the materials are delivered. The Contractor, its agents, employees, material suppliers and subcontractors, handling the substances in any way, must be familiar with and follow safe practices pertaining to the use of the materials at all times.
10. The Contractor must, at all times, conduct the Work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic on all adjacent streets, bridges, overpass structures, and ramps must be maintained at all times during the performance of the Work.
11. Whenever any part of an area is obstructed or closed to traffic, due to the work being performed under this Contract, the Contractor must provide, erect, and maintain at its own cost and expense, all of the approved barricades, partitions, signs, lights, and reflectors, necessary to provide safe and convenient travel around the work area. The Contractor must also provide, at its own expense, any safety equipment that may be required for warning and directing pedestrian and vehicle traffic.
12. The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights and reflectors are furnished as herein specified. At final completion of the Work, the Contractor must remove the temporary partitions, barricades, signs, lights and reflectors, and restore the area to its original condition to the satisfaction of the Director.
13. The Contractor must furnish, maintain, and be solely responsible for all equipment such as biohazard spill/cleanup kits and related personal protective equipment, disposal containers, red plastic biohazard bags, tanker trucks, hydraulic lifts, ramps, hoists, trucks and similar items required for proper execution of the Work. All such equipment, supplies and apparatus must conform to all requirements of Federal, State, and local laws concerning the safety and protection of employees and to any and all rules, regulations, and directions of the City; and all other authorities having jurisdiction over same.

If the Director calls the Contractor's attention to any violation of the regulatory requirements of OSHA, DOT, EPA, the City of Chicago Municipal Code, IDOT, IDOL, or ILEPA (current and amended versions), work shall be immediately suspended and all personnel removed from the hazard until the violation has been remedied.

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

Contractors must also comply with the safety and health requirements of the Director. The Director may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

The Contractor and subcontractors must be directly responsible for compliance therewith on the part of its agents, employees, and material suppliers. The Contractor and subcontractors must directly receive, respond to, defend

and be responsible for all citations, assessments, fines or penalties, which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

2.21. LIVING WAGE ORDINANCE

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
1. if the Contractor has twenty-five (25) or more full-time employees, and
 2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
 3. the Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. As of July 1, 2010, the Base Wage is \$11.03 per hour. Each July 1st, thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

2.22. PREVAILING WAGE RATES

To the extent required by law and as determined by the Illinois Department of Labor (IDOL), the Contractor will comply, and will cause all of its Subcontractors to comply and insert appropriate provision in their Contracts, with 820 ILCS 130/01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers and mechanics employed by or behalf of the Contractor and all Subcontractors in connection with any services. To the extent applicable, the Contractor will ensure that it and its Subcontractors comply with the provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations. The Contractor must comply with AN ACT regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under Contract for public works.

It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, must be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such Contract. The term general prevailing hourly rate, when used in this Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employee engaged in work of a similar character on public works. A copy of the current Illinois Department of Labor Prevailing Wage Rates for Cook County is attached as Attachment A.

If the nature of the Work or services under this Contract is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., then not less than the general prevailing rate of hourly wages as determined by the Illinois Department of Labor must be paid to all laborers, mechanics, and other workers performing Work under this Contract. Contractor's attention is called to the generally prevailing rate of wages for Cook County in effect at the time these specifications were issued, as determined by IDOL. They are also the prevailing wage rates for the City of Chicago. If required for this Work, they are attached to and incorporated in these specifications, or refer to website: www.state.il.us/agency/idol/CM/countym.htm for Cook County. Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the IDOL, at the time the Work is performed. If IDOL revises the prevailing rate of hourly wages to be paid for the Work before completion of the Work under this Contract, the revised rate applies from the effective date of the revision, but any such revision will not entitle Contractor to any increased compensation under the terms of this Contract.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois law.

2.23. PAYMENT TO CONTRACTOR

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

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

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

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

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

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

2.24. COOPERATION BETWEEN CONTRACTORS

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

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

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

2.25. 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.

2.26. 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.

2.27. 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.

2.28. 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.

2.29. 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.

2.30. 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.

2.31. CASH BILLING DISCOUNT

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

2.32. SUPERVISION

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

2.33. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

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

2.34. PERMITS

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

2.35. 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.

2.36. TIME AND PROGRESS

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

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

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

2.37. PROVISIONS RELATIVE TO DELAY

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

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

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

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

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

2.38. 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.

2.39. 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.

Individuals are "Domestic Partners" if they satisfy the following criteria:

1. they are each other's sole domestic partner, responsible for each other's common welfare; and
2. neither party is married; and
3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. 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
5. two of the following four conditions exist for the partners:
 - a. The partners have been residing together for at least 12 months.
 - b. The partners have common or joint ownership of a residence.

- c. 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.
- d. 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.

2.40. 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.

2.41. 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.

2.42. DISCLOSURE OF OWNERSHIP

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

2.43. 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.

2.44. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL

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

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

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

2.46. 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.

2.47. 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.

2.48. 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.

2.49. 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.

2.50. CONTRACTOR CERTIFICATION

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

Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

2.51. 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.

2.52. 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.

2.53. 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.

2.54. COMPLIANCE WITH ALL LAWS

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

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

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

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

2.55. 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 waste" 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.

2.56. SEVERABILITY

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

2.57. 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.

2.58. 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.

2.59. BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES COMMITMENT

Policy and Terms

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

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

Definitions

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

- 1) "Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- 2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- 3) "Construction project" has the same meaning ascribed to it in section 2-92-335.
- 4) "Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.
- 5) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.
- 6) "Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.
- 7) "Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

Commitments

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

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

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

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

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

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

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

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

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

2.60. SHAKMAN ACCORD

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

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

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

In the event of any communication to Consultant by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

2.61. DEFAULT

- A. The City may, subject to the provisions of paragraph (C) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
1. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

2. if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such other period as the Chief Procurement Officer may authorize in writing) after receipt of notice from the Chief Procurement Officer specifying such failure.
- B. In the event the City terminates this contract in whole or in part as provided in paragraph (A) of this clause, the City may procure, upon such terms and in such manner as the Chief Procurement Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor must be liable to the City for any excess costs for such similar supplies or service: provided, that the Contractor must continue the performance of this to the extent not terminated under the provisions of this clause.
 - C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the Chief Procurement Officer the failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

2.62. 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. PERFORMANCE BOND

No Bond Required.

3.2. BID DEPOSIT

Bid Deposit not required.

3.3. BID SUBMITTAL FEE (BID 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. QUESTIONS AND CLARIFICATIONS

Bidders must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, to the attention of the Department of Procurement Services', Contract Administrator listed on the cover of this bid solicitation.

3.5. PRE-BID CONFERENCE AND BIDDER'S INQUIRIES DEADLINE

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 Monday, April 18, 2011, at the Department of Procurement Services, Bid & Bond Room, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illinois at 2:00 p.m., as noted herein and specified in the advertisement of the public notice in this specification.

Bidders must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, to the attention of the Department of Procurement Services', Contract Administrator listed on the cover of this bid specification.

Bidders are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Bid Conference. All questions or requests for clarification must be received no later than 4:00 P.M., Chicago time, on Friday, April 15, 2011.

3.6. QUANTITIES

Any quantities shown on the Proposal Page are estimated only for bid canvassing purposes. 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, delivered and accepted on purchase order releases issued directly by the Department of Fleet Management.

3.7. BASIS OF AWARD

The Chief Procurement Officer reserves the right to award a contract to the responsive and responsible bidder meeting the terms and conditions of the specification based on the lowest total price.

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

Each bid line's extended price will be determined by multiplying its estimated quantity by its unit price. The sum of the extended prices for all lines will be the total price.

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.

3.8. CHICAGO BUSINESS PREFERENCE

For purposes of this provision, a "Chicago Business" is an entity which: (1) has meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago; (2) reports to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force; (3) holds appropriate City of Chicago business license(s) (if such license(s) are required for the business); and (4) is subject to applicable City of Chicago taxes. City of Chicago taxes include, but are not limited to, employer's expense tax pursuant to Section 3-20-030 of the Municipal Code (if the business has fifty or more employees). Any entity desiring the Chicago Business designation must submit, at the time of bid, a completed, signed and notarized Affidavit of Chicago Business in the form that is included in this bid document as Section 13 ("Affidavit"). Failure to submit a properly completed Affidavit at the time of bid will result in the entity not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted in an Affidavit but is under no obligation to do so. The Chief Procurement Officer's determination as to whether an entity qualifies for designation as a Chicago Business shall be final.

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

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

3.9. 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 25.0% MBE and 5.0% 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 contractor's 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 Contractor's 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.

3.10. 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. MBE/WBE Goal Implementation Plan including:
 - a. **Schedule B:** Affidavit of Joint Venture (MBE/WBE) (if applicable).
 - b. **Schedule C-1:** Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable).
 - c. **Schedule D-1:** Affidavit of MBE/WBE Goal Implementation Plan (if applicable).
 - d. Request for a reduction or waiver of MBE/WBE goals (if applicable).
2. Proposal Page(s).
3. Bid Data Pages
4. Affidavit Of Chicago Business
5. Economic Disclosure Statement and Affidavit (EDS) Online Certification of Filing
6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
7. 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. PROPOSALS THAT DO NOT ACKNOWLEDGE RECEIPT OF ANY ADDENDA WILL BE REJECTED FOR BEING NON-RESPONSIVE TO THIS REQUIREMENT.

3.11. CONTRACT PERIOD

The contract will begin on or about 8.4.11 and continue through 8.3.16, unless terminated prior to this date according to the terms of the Early 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 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 Acceptance Page herein. The expiration date will be the last day of the thirty-sixth (36th) full calendar month after the established start date.

3.12. CONTRACT EXTENTION OPTION

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

3.13. MODIFICATIONS AND AMENDMENTS

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

3.14. UNSPECIFIED ITEMS

Any 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows, documents, reports, information, etc. not specifically listed herein may be added to this Contract if they fall within the same specific category of vehicles/equipment already specified in the contract. The lifetime usage of any item added to this Contract must not exceed ten percent (10%) of the original Contract award dollar amount.

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

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

3.15. 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.

3.16. PURCHASE ORDER BLANKET RELEASES

Requests for 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows, 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 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows, without receipt of a City of Chicago blanket release issued by the Department. Any 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows 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 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows, provided without said blanket release.

3.17. INVOICES

Invoices must be mailed to the Department of Fleet Management, 1685 N. Throop Street, Chicago, IL 60622, Attn: Kevin Campbell. All invoices must be dated originals, and must reference the City contract number and specification number, and must be accompanied by Subcontractor Payment Certification forms. Invoice quantities, vehicle description, unit of measures and pricing must correspond to the vehicles/equipment quoted on the Proposal Page.

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

3.18. 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.

3.19. 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 or 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 unit(s).

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

3.20. PRE-DELIVERY, SERVICING AND ADJUSTMENTS

Prior to delivery of any vehicles or equipment, 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.

3.21. 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 any legal holidays. Unit(s) must be delivered FOB City of Chicago, IL at the following address:

Department of Fleet Management
1685 N. Throop St.
Chicago, IL 60642
Attn: Kevin Campbell
Phone #: (312) 744-5228

Delivery of the specified units must be completed within 300 days following the date of purchase order release. The above noted contact person must be notified at least 48 hours prior to delivery of any unit.

3.22. DELIVERY OF PARTS AND PERFORMANCE OF SERVICES

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

3.23. INSPECTION UPON DELIVERY

Upon unit delivery, 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:

- (i) Refuse acceptance of any/all units.
- (ii) Arrange with the Contractor to make corrections.
- (iii) 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.

3.24. 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. PRICE ADJUSTMENT LINE ITEMS # 1 THRU 12

the original bid prices will be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the equipment provided for in this Contract, annual price adjustments of the contract unit price(s) may be granted, subject to the referenced index after receipt of a written request from the Contractor made no earlier than thirty (30) Calendar Days before the anniversary date or no later than thirty (30) Calendar Days after the anniversary date of each such twelve (12) month period. If Contractor does not request a price adjustment within such period, Contractor will not be entitled to a price adjustment for the upcoming year.

Annual requests for price adjustments will reference an equally weighted combination of the Producer Price Indices ("PPI") for heavy-duty trucks, Series ID: WPS14110684, 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 Transportation Equipment, and Item "Heavy Duty Trucks," Series ID: WPU14110684, 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 be the index value for the last full month of the annual contract period available at the time of the price adjustment request, 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 date of the contract or available at the time of the price adjustment is approved by the Chief Procurement Officer. The effective date of the price adjustment will be the anniversary date of the Contract.

If approved by the Chief Procurement Officer, a price adjustment must be signed by the Chief Procurement Officer reflecting the price adjustment and the effective date for the change.

ILLUSTRATION: If the contract start date is 9/01/10, the contract pricing will be subject to adjustment 9/01/11. An adjustment to the contract pricing must be requested by the Contractor no earlier than 8/1/11 and no later than 10/01/11. The index value for 8/11 (available on 9/18/11) will be divided by the index value for 9/10. 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 9/01/11.

This process may be repeated on each anniversary date of the contract. The contract prices will again be subject to adjustment if an adjustment to the contract pricing is requested by the Contractor no earlier than 8/1/12 and no later than 10/01/12. The index value for 8/12 (available on 9/18/12) will be divided by the index value for 9/10 (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 9/01/12.

Any vehicles or equipment provided by the Contractor at a price change, 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 at the higher adjusted rate. The goods or services would be paid for at the unadjusted rate.

3.26. PARTS PRICING AND OEM OPTIONS LINE ITEM # 13

The Contractor must submit copies of all parts and OEM options pricing for each order with their invoice that is submitted to the City (copy of invoice showing the actual price paid by the Contractor inclusive of all rebates, givebacks, promotions, etc., for parts, or copy of dealer invoice pricing inclusive of all impacts on fleet or package discounts for OEM options). Pricing to the City will be based on the percentage markup indicated on the Proposal Pages. Percentage markup will remain fixed for the life of the contract.

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

3.27. LABOR RATE ESCALATION LINE ITEMS # 14 AND 15

For only line items listed above, the original bid prices for labor rates are to be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable

performance by the Contractor and contingent upon the appropriation of sufficient funds for the services provided for in this Contract, annual labor rate adjustments of the contract unit price(s) may be granted based on the prevailing wage rate at the time of escalation request after receipt of a written request from the Contractor made no earlier than thirty (30) calendar days before the anniversary date or no later than thirty (30) calendar days after the expiration date of each such twelve (12) month period. If Contractor does not request a price adjustment within such period, Contractor will not be entitled to a labor rate adjustment for the upcoming year.

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

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

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

3.28. DEPARTMENT OF AVIATION SECURITY

This Contract is expressly subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are hereby incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated thereunder. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) In the event that the Contractor, or any individual employed by the Contractor, in the performance of this Contract, has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport; (ii) unescorted access or regular escorted access to secured areas, or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, the Contractor is subject to, and further must conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (FAA), the Under Secretary of the Transportation Security Administration (TSA), and the City may deem necessary. The Contractor and all employees, subcontractors, material men, laborers, invitees and all other persons under the control of the Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA from time-to-time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

A. AVIATION SECURITY BADGES

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, drivers license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the

Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Drivers License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

B. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

The Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

If Contractor requires interruption of airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. The Contractor must not permit or allow its employees, subcontractors, material

men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to the following paragraph, and be similar and equal to Crouse-Hinds Type EOL, conforming to FAA Specifications: -810. All obstruction lights must be kept continuously in operation between sunset and sunrise seven (7) days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than five (5) miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Contract immediately.+

C. AIRPORT PARKING RESTRICTIONS

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employee's expense.

3.29. SOFTWARE LICENSES

Where applicable, the City reserves the right to negotiate licenses for software directly with the software supplier.

3.30. TAX INCENTIVES

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

Prior to vehicle delivery, the Contractor must notify the Chief Procurement Officer in writing of all tax credits and other tax incentives allowable at the time of sale, with respect to each vehicle being delivered. All tax incentives,

whether available on a Federal or State basis, available for each vehicle being delivered must be furnished by the Contractor in the form of a check payable to the City of Chicago. Amount of reimbursement to the City must be 80 percent of the tax incentive amount. Tax incentive payments must be forwarded to the City within 10 calendar days of the vendor's next tax filing.

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

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

3.31. 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.

3.32. 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.

3.33. CONFIDENTIALITY

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

If Contractor is presented with a subpoena or a request by an administrative agency regarding any Project Data which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before any Project Data are submitted to the court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

3.34. TERMINATION

The City may terminate this contract or any portion of the contract, at any time by a notice in writing from the City to the Contractor. The City will give notice to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the contract in full, all services to be provided under it must cease and all materials that may have been

accumulated in performing this contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the termination date.

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

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

3.35. CONTRACTOR'S INSURANCE REQUIREMENTS

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

A. INSURANCE TO BE PROVIDED

1. Commercial General Liability (Primary and Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insured's, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

2. Automobile Liability (Primary and Umbrella)

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

3. Workers Compensation and Employers Liability

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

4. Garage Liability

The Contractor must provide Garage Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

5. Property

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

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

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

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

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

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

3.36. SAMPLE INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows
 (City) (State) (ZIP)

Specification Number: 92917
 Project Description: 6 x 4 Diesel Powered
 (Number and Street) Purchase Order Number: _____

Description of Operation/Location	
-----------------------------------	--

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

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

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

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address: _____ Telephone: _____
For City use only: Name of City Department requesting certificate: (Using Dept.): _____	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2010

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

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

PRODUCER
Shepherd Insurance Agency, Inc.
1200 West Carmel Drive
Carmel IN 46032

CONTACT NAME: Paige Sexton
PHONE (A/C No. Ext): (317) 846-5554 FAX (A/C No): (317) 571-0386
E-MAIL ADDRESS: pns Sexton@shepherdins.com
PRODUCER CUSTOMER ID #: 00013520

INSURED
Patson Inc., DBA: TransChicago Truck Group; Northwest Ford & Sterling Truck Center & Northwest Leasing & Rental, LLC
4000 North Mannheim Road
Franklin Park IL 60131-1208

INSURER(S) AFFORDING COVERAGE
INSURER A: Central Insurance NAIC #
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1083107961 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CLP 8877074	9/1/2010	9/1/2011	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 - COMPOP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" 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		8877076	9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ 0 RETENTION \$ 0	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CXS 8877075	9/1/2010	9/1/2011
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Property Coverage		CLP 8877074	9/1/2010	9/1/2011	Limit: 1,400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Chicago is listed as additional insured for general liability and GL. GL includes auto liability. Umbrella is following form to the GL and is listed as additional insured under the GL.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Paige Sexton/DDODD *Paige Sexton*

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

4.1. POLICY AND TERMS

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

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:

MBE	WBE
25%	5%

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.

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

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

4.2. DEFINITIONS

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

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

2. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
3. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.
4. **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
5. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
6. **"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.

4.3. 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.

4.4. 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 subcontract'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 M/WBE or other firm.

2) Assist Agency Participation

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

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt 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.

4.5. 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 and a Schedule D-1 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.

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

4.7. 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."

4.8. 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 Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

4.9. 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 arbitative 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.

4.10. 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.

4.11. INFORMATION SOURCES

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

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

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

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

Project information and general MBE/WBE
information:

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

Directory of Certified Disadvantaged, Minority and Women
Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604

(312) 747-7778

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

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

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

4.12. ATTACHMENT A - ASSIST AGENCIES

<p>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</p>	<p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Web: www.glchamber.org</p>
<p>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</p>	<p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Web: www.chicagomsdc.org</p>
<p>American Brotherhood of Contractors Business Development Center 11509 S. Elizabeth Chicago, IL 60643 Phone: (773) 928-2225 Fax: (773)928-2209 Web: www.american-brotherhood.org</p>	<p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Web: www.cul-chicago.org</p>
<p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Web: www.aaichicago.org</p>	<p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Web: www.cosmochamber.org</p>
<p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com</p>	<p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Web: www.fwcchicago.com</p>
<p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Web: www.blackcontractorsunited.com</p>	<p>Hispanic American Construction Industry Association (HACIA) 901 West Jackson Boulevard, Suite 205 Chicago, IL 60607 Phone: (312) 666-5910 Fax: (312) 666-5692 Web: www.haciaworks.org</p>
<p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Web: www.cbaworks.org</p>	<p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Web: www.ihccbuisness.net</p>

<p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Web: www.latinamericanchamberofcommerce.com</p>	<p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Web: www.chicagowomenintrades.org</p>
<p>National Association of Women Business Owners Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Web: www.nawbochicago.org</p>	<p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (773) 863-0283</p>
<p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Web: www.rainbowpush.org</p>	<p>Englewood Black Chamber of Commerce P.O. Box 21453 Chicago, IL 60621</p>
<p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Web: www.suburbanblackcontractors.org</p>	<p>South Shore Chamber, Incorporated Black United Funds Bldg. 1813 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508</p>
<p>Uptown Center Hull House 4520 N. Beacon Street Chicago, IL 60640 Phone: (773) 561-3500 Fax: (773) 561-3507 Web: www.hullhouse.org</p>	<p>United Neighborhood Organization (UNO) 954 W. Washington Blvd., 3rd Floor Chicago, IL 60607 Phone: (312) 432-6301 Fax: (312) 432-0077 Web: www.uno-online.org</p>
<p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Web: www.wcoeusa.org</p>	<p>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</p>

4.13. 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.: 92917
Project Description: 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows

(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,

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

Specification No.: 92917

Project Description: 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows

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:



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Manuel Gonzalez
Tri-Angle Fabrication & Body Company
3701 South St. Louis Ave.
Chicago, IL 60632-3320

Annual No Change Affidavit Due:

February 19, 2011

Dear Manuel Gonzalez:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until February 19, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **February 19, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 21, 2010**.

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

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

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

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

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Tri-Angle Fabrication & Body Company is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Provide, Install and Mount Municipal Equipment; Fabrication, Repair and Welding of Auto, Truck and Specialized Body Equipment; Automotive Mechanical and Electrical Repair and Maintenance; Distributor of Luggage Containment Systems; Distributor and Installer of Hydraulic Lifters; Distributor of Catch Basin Cleaning/Solid Waste Equipment; Provide and Install Emergency Lighting Systems; Sales, Parts, Service for Snow Plows, Immobility Devices, Sweepers, Specialty and Emergency Vehicle Truck Bodies

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E.", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

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

Project Description:
Specification Number:

From: T.M. Hughes & Sons Co. Inc. MBE: Yes No
(Name of MBE/WBE Firm) WBE: Yes No

To: Trans Chicago Express 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 8/24/2010 to 2/19/2011 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:

Direct participation by providing
snow plows + hitches per
spec

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

\$ 10,332,662⁵⁰ on 25%
D.U.R. Payment within 60
days of receipt

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

John A. Brown
Name / Title (Print)

5/23/11
Date

773-523-0421
Phone

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

Project Description:
Specification Number:

From: Knights Body Shop MBE: Yes No
(Name of MBE/WBE Firm) WBE: Yes No

To: Town Chicago Town 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:

Indirect participation by
providing painting on new
+ used Towns

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

\$ 2,066,532⁵⁰ on 5%
D.U.R. Payment within 60
days of receipt.

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.

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

ANN KNIGHT PRES
Name / Title (Print)

5/23/11
Date

708-447-2037
Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Ann Knight
Knight's Body Shop, Inc.
8604 Plainfield Rd.
Lyons, IL 60534

Annual No Change Affidavit Due:

April 1, 2011

Dear Ann Knight:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until April 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **April 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **January 31, 2011**.

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

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

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

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

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

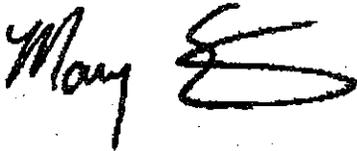
Knight's Body Shop, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**92819 Body and Frame Work (Including Undercoating)
92857 Painting, Vehicle**

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 a specialty category.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

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

Project Description: Conventional -Powered Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows
Specification Number: 92917

State of IL

County (City) of DuPage

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:
Patson, Inc.
d/b/a TransChicago 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:

Tri-Angle Fabrication

Address:

1344 W. 42nd Chgo IL

Contact Person:

Joe Gonzalez

Phone:

773 523 0421

Dollar Amount Participation: \$

10,332,662.50

Percent Amount of Participation:

25 %

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)

5. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$

Percent Amount of Participation:

%

Schedule C-1 attached?

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) calendar days after bid opening (or proposal due date.)

II Indirect Participation of MBE/WBE Firms

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

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

A. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$

Percent Amount of Participation:

%

Schedule C-1 attached?

Yes No _____ *

Knights Body Shop
8607 Plainfield Lyons IL 60134
Ann Knight
708 447 2037
2,066,582.50
5

B. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$

Percent Amount of Participation:

%

Sch. C-1 attached?

Yes _____ No _____ *

C. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$

Percent Amount of Participation:

%

Sch. C-1 attached?

Yes _____ No _____ *

D. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$

Percent Amount of Participation:

%

Sch. C-1 attached?

Yes _____ No _____ *

E. Attach additional sheets as needed.

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

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
<u>Tri. Angle</u>	<u>\$ 10,332,662</u>	<u>50 25</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ 10,332,662	50 25 %

MBE Indirect Participation (from Section II.)

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

Dollar Amount Percent

Total MBE Direct and Indirect Participation \$ 10,332,662 ⁵⁰ 25 %

B. WBE Proposal

WBE Direct Participation (from Section I.)

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

WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
<u>Knights</u>	<u>\$ 2,066,532</u>	<u>50 5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ 2,066,532	50 5 %

Dollar Amount Percent

Total WBE Direct and Indirect Participation \$ 2,066,532 ⁵⁰ 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 M. SENG
Phone Number: 847 671 7100

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: [Signature] Date: 5/23/11

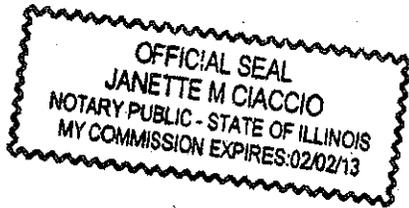
State of IL
County of DuPage

This instrument was acknowledged before me on 5/23/11 (date)
by P. Douglas Cayce (name /s of person/s)
as President (type of authority, e.g., officer, trustee, etc.)
of Patson, Inc. (name of party on behalf of whom instrument executed)
d/b/a TransChicago Truck Group

Notary Public Signature: [Signature]

(Seal)

Commission Expires: 2/2/13



4.17. 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:** 6 X 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows

Phone Number: _____

Specification Number: 92917

Date of Award: _____

Contract Number: _____

STATE OF: (_____)

Utilization Number: _____

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: \$ _____

5. DETAILED SPECIFICATIONS

5.1. SCOPE

The Contractor must furnish and deliver the new, current model, 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows as specified, F.O.B., City of Chicago, Department of Fleet Management, in accordance with all the terms and conditions of this specification.

Any bid which indicates "No Exception" or contains no exceptions within the Proposal Pages or accompanying literature will be considered as having accepted all requirements of the General Conditions, Special Conditions, and Detailed Specification.

All specified requirements are minimum requirements unless stated otherwise.

5.2. LICENSED NEW VEHICLE DEALER

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

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

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

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

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

5.3. MANUFACTURER, MANUFACTURER'S AUTHORIZED DEALER / DISTRIBUTOR

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

For vehicles manufactured in stages, bidders must be either the manufacturer or an authorized dealer or distributor of the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle) or must be either the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer. If the bidder is the manufacturer, authorized dealer or authorized distributor of the specific make of vehicle proposed, bidder or bidder's subcontractor must be either the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer. If the bidder is the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer, bidder or bidder's subcontractor must be either the manufacturer or an authorized dealer or distributor of the specific make of vehicle proposed.

5.4. 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.

5.5. PRODUCTION MODEL

Experimental 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows will not be acceptable. Any 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows 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.

Combinations and/or hybrids of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that the 6 x 4 Diesel-Powered Conventional Cab/Chassis With Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows 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.

5.6. GENERAL CONSTRUCTION

The 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows furnished will be the manufacturer's latest models. Appurtenance and/or accessories not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery will be included. The 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows 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.

5.7. 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 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows, 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.

5.8. 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.

5.9. WARRANTY

The specified 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows and all mounted/furnished equipment must be warranted against defective design, material or workmanship for the minimum periods listed in the Bid Data Pages Warranty Section or one year, whichever is greater and must be in accordance with the Uniform Commercial Code, 810 ILCS 5/1 et seq.

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

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

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

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

In addition, the manufacturer(s)/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.

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

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

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

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

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

5.10. PUBLIC CONVENIENCE

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

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

5.11. CLEAN UP

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

5.12. PROTECTION OF WORK, DAMAGES AND REPAIRS

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

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

5.13. QUALITY OF WORKMANSHIP AND MATERIALS

1. Standards of Performance

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

2. Correction of Work

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

3. Failure to Proceed with Directed Work

In case of failure on the part of the Contractor to execute Work ordered, in writing, by the Commissioner, the Commissioner may, at the expiration of a period of forty-eight (48) hours, request the Chief Procurement Officer to give notice, in writing, to the Contractor and proceed to execute such Work as

may be deemed necessary and the cost thereof, will be deducted from compensation due or which may become due the Contractor under this Contract.

5.14. WORK PERFORMED AT CITY FACILITY

1. Employees

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

2. Character of Workers

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

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

3. Uniforms

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

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

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

4. Use of City Facilities

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

Smoking is prohibited in all City of Chicago facilities.

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

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

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

5.15. USE OF CITY FACILITIES

Use of City telephones, equipment or other apparatus at City facilities is prohibited without the prior approval of the Commissioner of the Department of Fleet Management. While on City premises, the Contractor must not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be

responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas.

5.16. WORK IN PROGRESS

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

5.17. QUALITY CONTROL

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

5.18. DESIGN AND CONSTRUCTION PRACTICES

The 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows and any/all assemblies, subassemblies, component parts, etc., must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Where applicable, the vehicles or equipment must conform to the standards established by Military Specifications, the Society of Automotive Engineers, Federal Aviation Administration or the Federal Motor Safety Standards. Assemblies, sub-assemblies, component parts, etc., must be standard and interchangeable throughout the entire quantity of units purchased under this document. Assemblies, sub-assemblies, component parts, etc., that are obsolete or approaching obsolescence due to material, design changes or improvements will not be acceptable, and will be subject to replacement with current assemblies, sub-assemblies, component parts, etc.

The 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows 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 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The 6 X 4 Diesel-Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows 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.

5.19. SPECIAL REQUIREMENTS FOR AUXILIARY ELECTRICAL EQUIPMENT

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

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

All auxiliary equipment wiring, including wiring in the engine compartment and in the passenger compartment, must be enclosed in suitably sized wire loom. All wiring must be continuous lengths with soldered and heat-shrink-wrapped connections. Any opening cut in metal must be appropriately sized and must be fitted with a grommet to protect wiring and filled with silicon to seal out weather and noise.

In all cases, installation of auxiliary equipment must be done in a professional manner, following the requirements and guidelines of all involved auxiliary-equipment manufacturers and, where more restrictive, applicable industry (NEMA and SAE) standards and best practices. Installations must be consistent from vehicle to vehicle furnished by the Contractor under this Specification, including such details as operation, wire colors and wire routing. Readable, electronically printed wiring diagrams showing the consistent installation methods must be furnished at time of delivery for each model year and equipment configuration furnished by the Contractor under this Specification.

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

5.20. MANUALS, CERTIFICATES, APPLICATIONS, ETC.

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

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 60642 with the following items for each unit being delivered: Certificate of Origin and line-set sheet; Odometer Statement (in addition to odometer disclosure on Certificate of Origin), and applicable warranty certificate(s).

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

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.

5.21. LITERATURE / DATA

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

- 5.21.1. Detailed 3-view drawing of the proposed cab/chassis;
- 5.21.2. Manufacturer's published literature for all pertinent components, i.e. engine, axles, transmission, brakes, electrical equipment, cab and frame;
- 5.21.3. Verifiable engine power curve, fuel consumption curve and engine / transmission compatibility scan;
- 5.21.4. Detailed 3-view drawings of the proposed bodies;

- 5.21.5. A detailed description or manufacturer's literature of the spreader controller;
- 5.21.6. A list of all municipal operations currently utilizing the proposed units;
- 5.21.7. Detailed 3-view drawing of the proposed plow frame and hitch;
- 5.21.8. Detailed descriptions (or manufacturer's literature) of the hydraulic system pump, control valves, filter, etc.;
- 5.21.9. Weight distribution calculations for the proposed truck, with dump body, stainless steel insert with conveyor, spinner, and prewet tanks, plow frame, hitch, plow, and crankshaft-driven hydraulic system installed. Distributions will be verified to ensure that axle ratings and GVWR are not exceeded when the truck is in the fully loaded condition. Proposed units found to exceed ratings with the unit fully loaded will be rejected

5.22. REPAIR AND SERVICE CENTER QUALIFICATIONS

- 5.22.1. The Contractor or an authorized subcontractor must, at the time of bid-submission, provide resources capable of servicing City owned equipment specifically listed within these Proposal Pages, as follows:
- 5.22.2. The Contractor or authorized subcontractor must operate an established automotive, truck or equipment service center located within approximately thirty road miles of Fleet Management's facility at 1685 N. Throop Street, Chicago, IL 60642.
- 5.22.3. The Contractor or an authorized subcontractor must maintain during the term of this contract and any extension of it an adequate staff of competent personnel that are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the contracted services.
- 5.22.4. All repairs performed under this contract must be performed by qualified technicians thoroughly trained and certified by an appropriate nationally recognized institution or organization. Repair services will be performed in a workmanlike manner, using industry accepted practices and established manufacturer procedures.
- 5.22.5. Contractor or an authorized subcontractor must possess the ability to transfer product warranties to the City of Chicago, if applicable.
- 5.22.6. The City of Chicago reserves the right to inspect any facility proposed to ensure that it meets the stated requirements. Certifications and other documents verifying compliance with requirements must be submitted with the bid. The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

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

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

5.24. INVENTORY/LEAD TIME

- 5.24.1. The Contractor or an Authorized Subcontractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any parts which are required for repairs of vehicles or equipment within seventy-two hours after receipt of a City department's order. In lieu of the inventory, the Contractor or an Authorized Subcontractor must be able to arrange such prompt delivery.
- 5.24.2. In addition, any vehicles delivered to the Contractor or an Authorized Subcontractor for repair services must be returned to the City within three (3) business days, unless otherwise authorized by the Commissioner of the Department of Fleet Management or his authorized representative.
- 5.24.3. Repeated failures of the Contractor or an Authorized Subcontractor to meet the stated delivery requirements may be used by the City as grounds for the termination of this contract, and may further affect the Contractor's eligibility for future contract awards.

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

5.25. TURN AROUND TIME

- 5.25.1. Any vehicle which has been delivered to the Contractor or an Authorized Subcontractor for repairs will be returned within three business days, unless otherwise authorized by the Commissioner of the Department of Fleet Management or an authorized representative.
- 5.25.2. The Contractor will expedite repairs, to the equipment as required by the Department of Fleet Management in order to meet any reasonable time frames set forth by the Department of Fleet Management. If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor will notify the Department of Fleet Management immediately of the delay.

5.26. IRREPARABLE EQUIPMENT

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

5.27. WORK ITEMS

- 5.27.1. Charges for services will be performed by the Contractor or an Authorized Subcontractor only after receipt of an estimate approved by the Commissioner of the Department of Fleet Management or the Commissioner's authorized representative.
- 5.27.2. Estimates for parts and labor must be based on industry-recognized third party data, available from tractor-trailer.net, mitchellsupport.com, or another recognized third party estimating process, for types of equipment and repairs where such data are available.
- 5.27.3. In such cases the Contractor will submit to the Commissioner of the Department of Fleet Management or the Commissioner's authorized representative an estimate upon receipt of the vehicle as identified in Repair proposals. The Commissioner of the Department of Fleet Management or the Commissioner's authorized representative will either approve or disapprove of the estimate.
- 5.27.4. Where the estimate is approved, the Contractor or an Authorized Subcontractor will proceed with and complete the work and will invoice the Department of Fleet Management either in the amount of the original estimate, or the actual cost of parts and labor provided to complete the repair, whichever amount is lowest.
- 5.27.5. If the estimate is disapproved, the Commissioner of the Department of Fleet Management or the Commissioner's authorized representative may request a revised estimate from the Contractor, and/or have the vehicle removed from the Contractor's or authorized subcontractor's shop. The City reserves the right to furnish Contractor or Authorized Subcontractor with the parts necessary for the required repairs. If the parts are provided by the City, the Contractor agrees to install any City-furnished parts at the labor rates provided in the contract, furnish the warranty required by the contract for the labor performed, and adjust the estimate for the repairs accordingly.
- 5.27.6. Where it is found by the Chief Procurement Officer that the work performed is not consistent with industry standard and market prices, the City reserves the right to order such repair work to be performed by other Contractors. The City maintains the right to remove from the premises of the Contractor or Authorized Subcontractor any vehicle delivered for repair estimates.

5.28. REPAIR ESTIMATE

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

1. Purchase order (Contract) number

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

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

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

5.29. DIAGNOSTIC TESTING FEES

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

5.30. ACCEPTANCE OF PARTS AND REPAIRED EQUIPMENT

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

5.31. PRIORITY SERVICE

5.31.1. The Contractor and its subcontractors understand that the vehicles covered under this specification are critical to the City's Fleet operations. Therefore, the Contractor will give priority service to the City and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed upon schedule and to ensure that vehicle downtime is kept to a minimum.

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

5.32. REPORTING REQUIREMENTS

5.32.1. The Contractor must provide records of all vehicles serviced.

5.32.2. The Contractor must generate a quarterly report of all transactions with the City of Chicago, Department of Fleet Management. The report must be listed by City unit number, invoice numbers, purchase order number, date of service, nature of service performed, hours of service performed, detailed description of parts ordered with the repair services (catalog and part number).

5.32.3. Copies of invoices for parts may be requested at any time and must be provided within three (3) Business Days of the request. A faxed copy will initially be accepted, however if deemed necessary, the original must be produced for verification purposes.

5.33. DAMAGE OR LOSS OF EQUIPMENT

- 5.33.1. Contractor must assume full responsibility for damage to City owned vehicles, parts, equipment or accessories by accident or any loss by fire or theft of these vehicles while they are in his custody.
- 5.33.2. The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the Department of Fleet Management.
- 5.33.3. The Contractor will be responsible for and must repair any damaged vehicles where such work is directly due to services performed under this contract, or where such damage is the result of the negligence, or carelessness on the part of the contractor/employees. The contractor must first immediately notify the Commissioner of the Department of Fleet Management or his authorized representative regarding the nature and extent of the damages prior to making any such necessary repairs.

5.34. STATEMENT OF LIABILITIES

- 5.34.1. No contract(s) will be awarded to bidder(s) who owes money to the City of Chicago. Upon request, bidders must submit a Statement of Liabilities issued by the Chicago Department of Revenue showing zero liabilities. Contractor must remain current and in good standing with respect to any and all obligations to the City throughout the term of the contract, including any extensions, modifications and/or amendments.
- 5.34.2. The Chicago Department of Revenue can be reached at 312-744-0801.

5.35. BID LINE #1: 6 X 4 CONVENTIONAL CAB / CHASSIS

5.36. INTENT

- 5.36.1. It is the intent of these specifications to describe a 6 x 4, diesel powered conventional cab/chassis. These chassis will be put in service for snow plowing and salt spreading in the Winter season and asphalt hauling for street repair for the remainder of the year.

5.37. CHASSIS

- 5.37.1. The chassis must be a 6 x 4, single front axle, tandem rear axle, with a total GVWR of 54,000 pounds.
- 5.37.2. The wheelbase (WB) must be a minimum of 177", with a cab to axle (CA) of 102".
- 5.37.3. The overall cab height must not exceed 11' with exhaust pipe and warning lights added.

5.38. FRAME

- 5.38.1. The frame must be one piece, straight channel, heat treated, 110,000 PSI for the full length of the frame.
- 5.38.2. The frame resisting bending moment (RBM) rating must be a minimum of 1,960,000 lb-in.
- 5.38.3. The one piece frame must include a 20", integral front frame extension, sufficient to permit installation of a front-mounted pump drive assembly. The extension must in no way weaken the chassis frame, and must withstand the stresses of snow plowing with a 4000 pound hitch / plow assembly.
- 5.38.4. Two heavy-duty front tow hooks must be mounted to the frame rails.
- 5.38.5. The front bumper must be heavy-duty steel, swept back design, mounted on the front frame extension, painted DuPont Imron #N3504HN, "Sierra Tan". Front bumper must not have any extraneous holes or features which could compromise its design strength. Design and installation must be approved by the department of Fleet Management prior to construction.

5.39. FRONT AXLE AND SUSPENSION

- 5.39.1. The front axle must be single I-Beam type, rated at 14,000 pounds minimum.
- 5.39.2. The front suspension must be parabolic taper leaf design, multi leaf or two-stage type, with a total capacity at ground of 16,000 pounds minimum. The front suspension must include double acting shock absorbers.

5.40. REAR AXLE AND SUSPENSION

- 5.40.1. The rear axle must be single reduction with a minimum rating of 40,000-lbs capacity. Axle ratio must be geared to 65 mph maximum.
- 5.40.2. The axle must be equipped with a power divider lock, electric over air operated, with cab control and indicator light.
- 5.40.3. The rear tandem axle must include two magnetic drain plugs, one for each axle.
- 5.40.4. The rear suspension must be a Hendrickson HaulMaax (HMX400), with 52" beam, rated at 40,000-lb.

5.41. BRAKE SYSTEM

- 5.41.1. The brake system must be a dual air brake system for straight truck application. Brake system must meet all Federal Motor Vehicle Safety Standards, and must include the following:

1. Four rear spring parking brake chambers;
2. Spring brake modulator valve;
3. Brake lines, nylon, color coded;
4. Brake-dust shields, front and rear;
5. Air pressure gauges (2), located in instrument panel;
6. Parking brake valve, color coded yellow knob, located in instrument panel;
7. Anti-Jock brake system; full vehicle wheel control system;
8. Front brakes, S-cam 16.5 x 5" including 20 sq. in. long stroke brake chambers;
9. Rear brakes, S-cam 16.5 x 7" including long stroke brake chambers;
10. Heavy duty, spring actuated parking brake;
11. Spring brake chambers, inverted, with "walking beam" type suspensions
12. Air compressor; minimum of 13.2 CFM,
13. An air dryer with heater, Wabco System Saver model 1200. Air dryer must be mounted outside of the frame rail;
14. Automatic slack adjusters, front and rear;
15. Automatic reservoir drain valve, Bendix DV-2.

- 5.41.2. All brake pins must be sprayed with "Never Seize" prior to assembly.

- 5.41.3. A "Glad Hand" air inflator valve must be provided to facilitate re-charging of the brake system in emergency situations. The valve must be equipped with suitable dust shields. Location and mounting must be approved by The Department of Fleet Management, Automotive Engineering Section prior to construction.

5.42. POWER STEERING

- 5.42.1. Steering must be full power assisted.
- 5.42.2. Steering wheel must be adjustable, with tilt wheel feature.

5.43. EXHAUST SYSTEM

- 5.43.1. The exhaust system must be a single muffler, horizontal mounted with a vertical tailpipe, bright finish. Muffler and tailpipe must be frame mounted on the right side.

5.43.2. A bright finish heat shield must be provided for the muffler and tailpipe.

5.43.3. A 90°, bright finish exhaust elbow must be added at the top of the exhaust pipe.

5.44. ELECTRICAL COMPONENTS

5.44.1. The electrical system must be 12 V, negative ground. Chassis wiring must be color coded and continuously numbered. All wiring must be wrapped in split loom poly wrap to protect wiring from corrosion. "Soft" wrap will not be accepted.

5.44.2. The alternator must be a heavy-duty, low speed cut-in type with a transistorized voltage regulator, 145 A minimum.

5.44.3. Three batteries must be installed, with a combined 1950 Cold Crank Ampere Rating (650 CCA per battery). The batteries must be long life, maintenance free type. The batteries must be enclosed in a hinged "City of Chicago type" battery box. Contact Fleet Management, Automotive Engineering section to view a sample.

5.44.4. Jump start terminals must be mounted through the side of the battery box in an accessible location, protected by a plastic enclosure. Terminals must be on the outside of the battery box, with wiring inside the box. A "Flaming River Industries" master switch ("The Big Switch", part # FR1005) must be installed outside of the battery box for emergency shutdown. The switch must be enclosed in a protective plastic box, with the shutdown switch protruding through the cover. Switch location must be approved by The Department of Fleet Management prior to installation.

5.44.5. All circuits must be protected by manual reset type circuit breakers. All breakers must be in a panel block with circuits identified by "name". All wiring must be covered in split loom poly wrap for protection from corrosion.

5.44.6. A Data Link connector must be furnished, mounted in the cab for vehicle programming and diagnostics.

5.44.7. All auxiliary electrical items (i.e. non-O.E.M. lighting) must be controlled by "Wired - Rite" magnetic circuit breaker type switches, rated in accordance with the respective function. All switches must be installed in a single "Wired Rite", LED backlit panel to illuminate each switch. Panel back lighting must be activated when the vehicle's headlights are turned on. This panel must be mounted in a dash opening or attached to the dash. Location must be approved by The Department of Fleet Management prior to installation.

5.44.8. Starting motor must be heavy duty 12-volt unit with thermal overcrank protection; MT-42 series, type 450.

5.44.9. Starter switch, electric, key operated. Six keys must be provided per vehicle, coded the same as current models used in the City Fleet. Key codes will be provided by Fleet Management.

5.44.10. A single electric horn, activated by a horn button, must be mounted in the steering wheel.

5.44.11. Manufacturer's standard air horn, operator controlled, must be mounted under the hood or on the chassis frame.

5.44.12. Dual windshield wipers with a single electric motor must be installed, cowl mounted.

5.44.13. Windshield wiper must be installed, controlled by a 2-speed switch, with washer and intermittent features. Operation must be integral with the turn signal switch.

5.44.14. Sealed beam halogen headlights must be installed in the manufacturer's standard location, high and low beam, with 2 or 4 elements. The lights must be activated at low voltage with the ignition and an operator controlled override.

5.44.15. Front turn signals and parking lights must be located on the front fenders, lens color Amber, LED.

5.44.16. Turn signal switch must be located on steering column.

- 5.44.17. Cab clearance lights (2) on front edge of cab top, and identification lights (3) mounted in center front of cab; Amber color, LED. Control must be in combination with light control switch.
- 5.44.18. Heavy-duty, solid state, four way signal flasher must continuously operate all turn signal lights simultaneously.
- 5.44.19. A single, sealed back-up light must be installed, white color, LED, activated by transmission selector control. (Truck-lite #40244).
- 5.44.20. A 96" amber color, "Whelen" LED low-profile, roof mounted lightbar must be installed, with forward facing and rear facing flashers. Light bar mounting bracket must be reinforced with supports at the doors and the midpoints of the roof to ensure a durable installation.
- 5.44.21. A Grote, "Loud Mouth" back-up alarm must be installed, activated by reverse gear selection.
- 5.44.22. All switches, wires, connectors and terminal blocks must be wrapped in split loom poly wrap to protect from the elements and corrosion.
- 5.44.23. All lights and reflectors must meet ICC, State of Illinois and Federal Motor Vehicle Requirements.
- 5.44.24. A thermostatically-controlled engine block heater (Phillips), 240 V, with receptacle, must be mounted on the driver side, below step. A battery charger must also be wired into the engine block heater cord, to keep the truck batteries charged.
- 5.44.25. Any electrical modules which are susceptible to corrosion must be located inside the cab or in another enclosed, protected area.

5.45. FRONT END HOOD AND GRILLE

- 5.45.1. Tilting front end engine hood and fenders must be constructed of fiberglass. The fenders must be integral with the hood and tilt forward when the hood is opened. Access must be provided for routine maintenance without removal of the hood.
- 5.45.2. A stationary front grille with chrome finish must be provided. The grille must remain in a fixed position when the hood is tilted. Hood must not interfere with plow hitch when opened.
- 5.45.3. Flexible rubber splash guards must be mounted to the lower rear of the fenders.

5.46. ENGINE AND ACCESSORIES

- 5.46.1. 6-cylinder, turbocharged in-line diesel engine must be provided, with a gross horsepower rating of 275 HP and a minimum of 800 lb-ft of torque. Engine RPM must be governed at 2400 maximum. Engine must be programmed to shut down after 5 minutes of idling. An override to allow the engine to reach operating temperature before idle shutdown is acceptable.
- 5.46.2. A crankshaft damper must be provided.
- 5.46.3. A magnetic engine oil drain plug must be provided.
- 5.46.4. The engine must have a cold start system. The system may be one of the following: a KBI "NVT", ether intake heater or glow plugs. If an ether starting system is provided, it must be controlled by the engine electronics. For the ether system, a canister system must be positioned in an easily accessible location, with 1 ether canister per vehicle.
- 5.46.5. Electronic, key operated engine shutdown protection must be provided.
- 5.46.6. The engine must be protected by a "shut-down" device with automatic override.
- 5.46.7. The device must be activated by low coolant level, high coolant temperature and low oil pressure.

5.47. ENGINE MUST BE EQUIPPED WITH THE FOLLOWING:

- 5.47.1. Engine mounted fuel filter;
- 5.47.2. Air cleaner restriction gauge, mounted in an accessible location;
- 5.47.3. Electronic road speed governor;
- 5.47.4. Spin-on type, engine oil filter(s);
- 5.47.5. Cross flow series system radiator; aluminum core with a minimum of 940 square inch area and 1025 square inch spin charge air cooler;
- 5.47.6. Fan drive; nylon fan (Horton model EC-450);
- 5.47.7. Anti-freeze, extended life coolant, with protection to -34°F . Anti-Freeze must conform to ASTM coolant standard D3306;
- 5.47.8. Engine air cleaner, single element;
- 5.47.9. Combination fuel/water separator and fuel heater; Racor Model 2200;

5.48. TRANSMISSION

- 5.48.1. An Allison 3500 RDS, 5-speed automatic transmission must be furnished. Electronic Controller Unit must be mounted in a dry location. Allison interfaces must be utilized wherever available.
- 5.48.2. Transmission settings must be reviewed with Fleet Management personnel prior to ordering any vehicles.
- 5.48.3. Transmission oil filter must be an internal element type. Transmission dip stick must be mounted on the right side.
- 5.48.4. The shift lever control, must be a "T" handle with lighted position control indicator and must be mounted on the dash. Location must be approved by the Department of Fleet Management, Automotive Engineering Section, prior to truck build.
- 5.48.5. A transmission oil temperature gauge and low transmission fluid level indicator must be provided in the cab. Indication of low transmission fluid level by a code on the shift selector is acceptable.
- 5.48.6. Transmission must be programmed to prohibit shifting above first gear when the dump body is raised. A warning light must be mounted on the dash of the cab indicating when the body is raised.

5.49. FUEL TANK

- 5.49.1. A minimum 70 gallon fuel tank must be mounted on a frame rail, left side, under cab. A magnetic drain plug must be provided at the bottom of the tank.
- 5.49.2. The tank steps must be constructed with the manufacturer's standard open grated, anti-skid material.
- 5.49.3. Fuel pickup tube should be angled to prevent clogging.
- 5.49.4. An additional step must be placed at, or just below the bottom of single step type tanks. Surface area must not be less than that provided with standard tank step and covered with open-grated, anti-skid material.
- 5.49.5. The tank must be lettered with the words "Diesel Fuel Only". Letters must be block type, minimum of 1" high.

5.50. CAB AND RELATED EQUIPMENT

- 5.50.1. The cab must be manufacturers standard, all-weather cab, insulated with cloth or vinyl headliner. All metal pieces must be treated with rust prohibitive material. The cab must have ventilation.
- 5.50.2. Minimum cab dimensions must be as follows:
1. Shoulder room: 67"
 2. Inside height from highest point of floor to ceiling of cab: 56"
- 5.50.3. The exterior cab roof must be sprayed with "Rhino Liner" rustproof material. Material and location must be approved by Fleet Management, Automotive Engineering Section, prior to application. The material must be the same color as the cab paint, DuPont Imron N0055HN "City Blue".
- 5.50.4. The cab floor and interior walls must be sprayed with "Rhino Liner" rustproof material to a height of 6" above the floor. The floor covering must be removed for complete coverage, and replaced after liner application. The material and location must be approved by Fleet Management, Automotive Engineering Section, prior to application. The material must be the same color as the cab paint, DuPont Imron #N0055HN, "City Blue".
- 5.50.5. Driver seat must be high back, air suspension type, with arm rests on both sides and operator adjustable lumbar support. The passenger seat must be a fixed seat. Floor covering must be Black rubber.
- 5.50.6. Instrumentation must include the following:
1. Speedometer, Odometer, Tachometer;
 2. Fuel gauge;
 3. Hour meter, electronic activated by engine RPM;
 4. Engine coolant temp. gauge w/ high temperature warning light & buzzer;
 5. Air pressure gauge with low pressure warning light and buzzer;
 6. Engine oil pressure gauge with low pressure warning light and buzzer;
 7. Transmission temperature gauge;
 8. Engine air filter restriction gauge, in-dash mounted w/ Filter Minder;
 9. Dome light, door activated;
 10. Dual padded sun visors and door arm rests;
 11. Cab exterior and interior grab handles, two each side, stainless steel;
- 5.50.7. All cab windows must be tinted safety glass. Doors must be equipped with a vent window that opens.
- 5.50.8. The cab must be equipped with dual West Coast type mirrors, w/ heated mirror heads, 16" x 6½" extension arm type, with heavy-duty bracing, adjustable right, left, fore and aft, with convex mirrors.
- 5.50.9. Cab must be provided without air conditioning and without an AM / FM radio.
- 5.50.10. Heavy-duty fresh air heater and defroster with multi-speed blower must be provided, with full cab circulation. Heater/defroster must be manufacturer's largest available regular production option for the model proposed. Ventilation air intake must be designed to prevent entry of debris into the cab.

5.51. RADIO PROVISION

- 5.51.1. A dedicated electrical circuit must be provided in the chassis circuit breaker panel to power and protect a City-installed 2-way radio. Circuit capacity must be 20 A.
- 5.51.2. A "Fort" heat treated radio cage must be installed in the vehicle cab. Installation method and location must be approved by the Department of Fleet Management, Automotive Engineering Section.
- 5.51.3. Electrical posts with thumb screw and "banana plug" terminations must be provided for installing a portable electrical device.

5.52. WHEELS AND TIRES

- 5.52.1. The front wheels must be steel, hub piloted, disc type, 8.25.
- 5.52.2. The front tires must be tubeless radial, OTR truck type tires. Size must be 12R22.5, load range H.
- 5.52.3. The rear wheels must be dual, steel, hub piloted disc type, 8.25, with mylar inserts between the wheels.
- 5.52.4. The rear tires must be tubeless radial, non-directional drive tires, designed primarily for on highway use. Goodyear Unisteel G164, size 11R22.5, load range G (14 ply).
- 5.52.5. Two spare tires must be furnished per vehicle, one front and one rear, mounted on wheels. Wheels must be painted per paint specification.
- 5.52.6. Oil bath front and rear wheel seals must be provided.

5.53. PAINTING AND FINISHING

- 5.53.1. All metal surfaces must be properly prepared for painting, including removal of any/all surface rust, welding slag, soot, dirt, grease and wax.
- 5.53.2. All metal surfaces must be primed with a minimum of 2 coats of spray primer.
- 5.53.3. The cab exterior and interior must be painted with DuPont Imron #N0055HN, "City Blue", to produce a long lasting, quality finish. The City reserves the right to choose another custom color at no additional charge.
- 5.53.4. The entire undercarriage, including frame rails, tanks, axles and all wheels must be sprayed with sufficient coats of DuPont Imron # N3504HN, "Sierra Tan", to produce a long lasting, quality finish.

5.54. CAB AND CHASSIS RUSTPROOFING

- 5.54.1. The cab and chassis must be rustproofed and undercoated using Zeibart brand or other Federal QPL listed corrosion protection material.
- 5.54.2. **NOTE:** Alternate corrosion protection materials will be considered only where such materials appear on the Federal QPL (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described. Bidder must provide this information with its bid or upon request.

- 1. Manufacturer of proposed material _____
- 2. Q.P.L.# _____
- 3. Work performed by: _____
- 4. Contact Person: _____
- 5. Phone # _____

5.54.3. Rustproofing must be applied in accordance with Federal Standard # 297D, or most current revision thereof.

5.55. BID LINE #2: STEEL DUMP BODY

5.56. INTENT

5.56.1. It is the intent of these specifications to describe a steel, extra heavy duty "braceless" side (no vertical side braces) rear discharge dump body, with "western" style understructure (no crossmembers). Unless otherwise indicated, body dimensions and capacities are approximate.

5.56.2. Outside body length must be 13'. Body inside length must be 12'.

5.56.3. Proposed body pricing must include installation onto the chassis specified in Bid Line Item #1.

5.57. OVERALL DESIGN

5.57.1. Dump body capacity must be 11 cubic yards with sideboards.

5.57.2. Body must be designed for mounting on a truck chassis with 108" rear of cab to centerline of tandem (CA) dimension. The body hoist must be mounted at the body front, on the outside of the body.

5.57.3. The inside body width must be 84".

5.57.4. Body side height must be 34" without sideboards. Welded side board pockets and wooden sideboards must be provided. The tailgate height must be 44", and the front bulkhead height must be 46".

5.58. DUMP BODY CONSTRUCTION

5.58.1. The body must be constructed with front corner posts and 12" wide, full depth rear corner posts with a sloped top to shed dirt, salt, etc. Body must incorporate full length rub rails and fully boxed top rails.

5.58.2. Rub rails, top rails and intermediate and horizontal stiffening ribs must be a minimum of 3.5" in depth, formed with a 30° slope down to their vertical (outboard) faces. Side panels must be brake formed for maximum strength.

5.58.3. The front, rear and side walls all must be constructed from 3/16" (7 gauge) thickness, A570 steel with a high tensile strength of 65,000 PSI, a yield strength of 50,000 PSI and a Brinell hardness of 131 steel.

5.58.4. The floor must be produced from seamless 1/4", AR400 abrasion resistant, 100,000 PSI yield strength steel. Sides should be formed with a 5" radius, with minimal front to floor radius.

5.58.5. All body seams, including top rails, tailgate and cab shield mounting areas must be continuously welded.

5.58.6. A 10 GA steel cab shield, 40" x 78", must be provided, with 7 GA side plates. The front end of the shield must be turned upward 3". The shield must be welded to the body bulkhead using continuous welds, and reinforced vertically with two steel angles. Minimum clearance to the nearest point on the cab must be 3". The shield must not interfere with the exhaust stack or any added auxiliary lighting. Cab shield must incorporate two LED stop/tail/turn lights, 4"x6", one right and one left, and four amber LED flashing lights, 1 on each corner facing forward and 1 on each corner facing sideways.

5.58.7. Rubber "Anti-sail" mud flaps must be installed behind the rear wheels. Curved, 10-gauge steel splash guards and supports must be welded in front of the rear wheels on the truck chassis.

5.58.8. Body access ladders must be installed near both front corners of the body. The ladders must be constructed using poly steel sides with grip strut steel treads. The bottom step must be 20" above pavement level. A suitably sized grab handle must be installed in close proximity to each access ladder.

- 5.58.9. NOTE: The exact ladder mounting location, height, etc. will be dictated by the configuration of the dump body proposed as well as the location of existing chassis components with which the ladders could interfere. These determinations will be made during the pre-construction meeting.
- 5.58.10.
- 5.58.11. Four heavy-duty V-box spreader mounting brackets must be installed on the outside of the body in a location determined by placing a "Chicago" V-box into the bed and welding the brackets correctly into place. Bracket design must match existing units. Contact Department of Fleet Management, Automotive Engineering Section, to view a sample.
- 5.58.12. The body must have 2 walkways, one each side, that run the full length of the body. The walkways must be supported with gusset type brackets. The walkways must be constructed of grip strut type material, or 3/4" rebar type material.
- 5.58.13. The rear body pillars must contain one red S/T/T light, one amber flasher, and one white reverse lamp. All lights must be installed in a "box" enclosure to prevent corrosion to wiring and connections. Location must be approved by the Department of Fleet Management, Automotive Engineering Section, prior to construction.
- 5.58.14. LED lighting must be used for all applications. No light cutouts are permitted below the tailgate.

5.59. TAILGATE

- 5.59.1. The tailgate must be heavy duty, double acting type with 1 1/2" flame cut off-set hardware, constructed of 7 GA steel, with air release. All ribs must be formed with a sloped top surface. All tailgate latch mechanism pivots must be greasable. Grease lines from these points must be easily accessible from the exterior of the body.
- 5.59.2. Tailgate must incorporate full perimeter bracing, and 2 intermediate horizontal braces, fully welded to form a rigid structure.
- 5.59.3. The sliding chute door must be incorporated into the tailgate, with 10" minimum opening height. The control lever must be on the left (street side) of the chute door with a locking device to hold the door in the open position. All bolts at linkage pivots must be provided with "Nylock" type nuts.
- 5.59.4. Tailgate chains must be of high strength, low alloy steel, 5/16" size; complete with grab hook for adjustability.
- 5.59.5. Spreader chains, 5/16" and 1/2" banjo eyes must be provided to allow adjustments of the tailgate opening. Chains must be of sufficient length to allow tailgate to be lowered parallel to the body floor.
- 5.59.6. Reflective tape must be added to the body sides and tailgate. 4" width strip, alternating red and white reflective colors. Location will be selected by Fleet Management personnel.

5.60. BODY HOIST

- 5.60.1. The body dumping must be powered by a single acting, 3-stage telescopic hoist.
- 5.60.2. The hoist cylinder must be trunnion mounted to eliminate the "dog house".
- 5.60.3. The hoist must meet a minimum N.T.E.A. rating of 29 tons (rated with a 12' body and 6" pivot point).
- 5.60.4. The hoist must have a 110" stroke, with a 5" diameter first stage.
- 5.60.5. The hoist cylinder must be constructed with wear and tear resistant "nitrited" or chrome cylinder tubes.
- 5.60.6. The hoist must pivot on maintenance free Teflon composite bearings and 2" diameter "nitrited" or stainless steel pins.
- 5.60.7. The cylinder must incorporate a device to minimize cylinder side loading when the dump body is raised.

- 5.60.8. The cylinder connecting pivots must have replaceable greaseless composite bushings.
- 5.60.9. Heavy duty body guides must be mounted to the chassis frame rails. The guides must be designed/constructed to align the body while lowering and prevent lateral movement of the body during vehicle cornering.
- 5.60.10. Rear body hinges must be fabricated from heavy steel plate with maintenance free Teflon composite bearings and large diameter "nitrided" or stainless steel pins.
- 5.60.11. Rear body props must be installed to support the body during servicing operations.
- 5.60.12. A waterproof, roller type, industrial grade limit switch must be installed to activate a cab warning light when the body is raised. The warning light must be installed in a removable dash mounted, "Wired-Rite" panel.
- 5.60.13. A keyed hoist lockout must be mounted in the cab, to prevent unintentional raising of the dump hoist. All lockouts must be keyed alike.

5.61. PINTLE HOOK

- 5.61.1. A heavy duty pintle hook must be installed at the rear of the body; Holland #T-90-A. Pintle hook must be mounted to a suitably sized steel channel and "A" braced to chassis frame rails.
- 5.61.2. The installation must allow the hook to be utilized to its maximum rated capacity; the hook seat must be 21" above ground level. Heavy duty "D" rings must be installed.

5.62. DUMP BODY PAINTING

- 5.62.1. The dump body must be painted with DuPont Imron #N0055HN, "City Blue", to produce a long lasting, quality finish.

5.63. BID LINE #3: STAINLESS STEEL DUMP BODY

5.64. INTENT

- 5.64.1. It is the intent of these specifications to describe an all stainless steel, extra heavy-duty cross-memberless type dump body. Unless otherwise indicated, dimensions and quantities listed in the following are approximate.
- 5.64.2. Outside body length must be approximately 13' including the outside mounted body hoist. The inside body length must be 12'.
- 5.64.3. Proposed body pricing must include installation onto the chassis specified in Bid Line #1.

5.65. OVERALL DESIGN

- 5.65.1. Dump body capacity must be 11 cubic yards with side boards. Side boards must be constructed from stainless steel, bolted in.
- 5.65.2. Inside body length must be designed for mounting on a truck chassis with 108" rear of cab to centerline of tandem (CA) dimension. The body hoist must be mounted at the front, on the outside of the body.
- 5.65.3. The inside body width must be approximately 84" wide to maximize the capacity and lower the center of gravity.
- 5.65.4. Body side height must be approximately 34" without sideboards. The tailgate height must be approximately 44" and the front bulkhead must be approximately 54".

5.66. DUMP BODY CONSTRUCTION

- 5.66.1. The body sides must be 7 gauge 304 or 201 2B stainless steel sides with boxed top rail. The top rail must be sloped to shed debris.
- 5.66.2. The front bulkhead must be 7 gauge, 304 or 201 2B stainless steel, with a minimum clearance height of 54".
- 5.66.3. Full depth rear corner posts, 7 gauge 304 or 201 2B stainless steel, must be tied to a 5" rear apron.
- 5.66.4. The floor must be constructed of one-piece, 3/16" AR400 steel with formed in 2" floor to side radius. Cross members are not allowed.
- 5.66.5. One piece, 5" x #10 I-beam or fabricated long sills must be provided.
- 5.66.6. All body seams, including top rails, tailgate and cab shield mounting areas must be continuously welded.
- 5.66.7. A 10 GA 304 or 201 2B stainless steel cab shield, 40" x 78", must be provided, with 7 GA side plates. The front end of the shield must be turned upward 3". The shield must be welded to the body bulkhead using continuous welds, and reinforced vertically with two 304 or 201 B stainless steel angles. Minimum clearance to the nearest point on the cab must be 3". The shield must not interfere with the exhaust stack or any added auxiliary lighting. Cab shield must incorporate two LED stop/tail/turn lights, 4"x6", one right and one left, and four amber LED flashing lights, 1 on each corner facing forward and 1 on each corner facing sideways.
- 5.66.8. Rubber "Anti-sail" mud flaps must be installed behind the rear wheels. Curved, 10-gauge steel splash guards and supports must be welded in front of the rear wheels on the truck chassis.
- 5.66.9. Body access ladders must be installed near both front corners of the body. The ladders must be constructed using stainless steel sides with grip strut steel treads. The bottom step must be 20" above pavement level. A suitably sized grab handle must be installed in close proximity to each access ladder.
- 5.66.10. NOTE: The exact ladder mounting location, height, etc. will be dictated by the configuration of the dump body proposed as well as the location of existing chassis components with which the ladders could interfere. These determinations will be made during the pre-construction meeting.
- 5.66.11.
- 5.66.12. Stainless steel fenders must be mounted in front of rear wheels.
- 5.66.13. Four heavy-duty V-box spreader mounting brackets must be installed on the outside of the body in a location determined by placing a "Chicago" V-box into the bed and welding the brackets correctly into place. Bracket design must match existing units. Contact Department of Fleet Management, Automotive Engineering Section, to view a sample.
- 5.66.14. The body must have 2 walkways, one each side, that run the full length of the body. The walkways must be supported with gusset type brackets. The walkways must be constructed of grip strut type material, or ¾" rebar type material.
- 5.66.15. The rear body pillars must contain one red S/T/T light, one amber flasher, and one white reverse lamp. All lights must be installed in a "box" enclosure to prevent corrosion to wiring and connections. Location must be approved by the Department of Fleet Management, Automotive Engineering Section, prior to construction.
- 5.66.16. LED lighting must be used for all applications. No light cutouts are permitted below the tailgate.

5.67. TAILGATE

- 5.67.1. The tailgate must be heavy duty, double acting type with 1½" flame cut off-set hardware, constructed of 7 GA 304 or 201 2B stainless steel, with air release. All ribs must be formed with a sloped top surface. All tailgate latch mechanism pivots must be greasable. Grease lines from these points must be easily accessible from the exterior of the body.

- 5.67.2. Tailgate must incorporate full perimeter bracing, and 2 intermediate horizontal braces, fully welded to form a rigid structure.
- 5.67.3. The sliding chute door must be incorporated into the tailgate, with 10" minimum opening height. The control lever must be on the left (street side) of the chute door with a locking device to hold the door in the open position. All bolts at linkage pivots must be provided with "Nylock" type nuts.
- 5.67.4. Tailgate chains must be of high strength, low alloy steel, 5/16" size; complete with grab hook for adjustability.
- 5.67.5. Spreader chains, 5/16" and 1/2" banjo eyes must be provided to allow adjustments of the tailgate opening. Chains must be of sufficient length to allow tailgate to be lowered parallel to the body floor.
- 5.67.6. Reflective tape must be added to the body sides and tailgate. 4" width strip, alternating red and white reflective colors. Location will be selected by Fleet Management personnel.

5.68. BODY HOIST

- 5.68.1. The body dumping must be powered by a single acting, 3-stage telescopic hoist. The hoist cylinder must be trunnion mounted to eliminate the "dog house".
- 5.68.2. The hoist must meet a minimum N.T.E.A. rating of 29 tons (rated with a 12' body and 6" pivot point).
- 5.68.3. The hoist must have a 110" stroke, with a 5" diameter first stage.
- 5.68.4. The hoist cylinder must be constructed with wear and tear resistant "nitrited" or chrome cylinder tubes.
- 5.68.5. The hoist must pivot on maintenance free Teflon composite bearings and 2" diameter "nitrited" or stainless steel pins.
- 5.68.6. The cylinder must incorporate a device to minimize cylinder side loading when the dump body is raised.
- 5.68.7. The cylinder connecting pivots must have replaceable greaseless composite bushings.
- 5.68.8. Heavy duty body guides must be mounted to the chassis frame rails. The guides must be designed/constructed to align the body while lowering and prevent lateral movement of the body during vehicle cornering.
- 5.68.9. Rear body hinges must be fabricated from heavy steel plate with maintenance free Teflon composite bearings and large diameter "nitrited" or stainless steel pins.
- 5.68.10. Rear body props must be installed to support the body during servicing operations.
- 5.68.11. A waterproof, roller type, industrial grade limit switch must be installed to activate a cab warning light when the body is raised. The warning light must be installed in a removable dash mounted, "Wired-Rite" panel.
- 5.68.12. A keyed hoist lockout must be mounted in the cab, to prevent unintentional raising of the dump hoist. All lockouts must be keyed alike.

5.69. PINTLE HOOK

- 5.69.1. A heavy duty pintle hook must be installed at the rear of the body; Holland #T-90-A. The pintle hook must be mounted to suitably sized steel channel and "A" braced to chassis frame rails.
- 5.69.2. The installation must allow the hook to be utilized to its maximum rated capacity. The hook seat must be 21" above ground level. Heavy duty "D" rings must be installed.

5.70. PAINTING AND FINISHING

- 5.70.1. All surfaces must be high pressure cleaned and phosphated.

5.70.2. All stainless steel components must be non-painted. All non stainless pieces must be painted "aluminum" finish.

5.71. BID LINE #4: PTO DRIVEN HYDRAULIC SYSTEM

5.72. INTENT

5.72.1. It is the intent of these specifications to describe a PTO-driven central hydraulic system, capable of powering / controlling a dump body hoist. Hydraulic system proposed must be fully compatible with the dump bodies described in Bid Lines # 2-3.

5.72.2. The system must have sufficient cooling capability to maintain fluid operating temperatures of 120°F - 130°F in an ambient temperature of 72°F.

5.72.3. Stainless steel tubing must be utilized in lieu of flexible hoses wherever practicable. Where hydraulic lines/hoses are routed through frame or body members, they must be protected from abrasion with rubber grommets.

5.72.4. Flexible hose must be provided at all connections to cylinders and at all critical flexing points; all other lines must be plumbed using seamless steel hydraulic tubing. Hoses and lines must be high pressure hydraulic type; suction line excluded. Pressure fittings must be JIC type. Threads of all connectors must be treated with sealant designed for use with hydraulic fluids.

5.72.5. A stainless steel reservoir must be provided. The reservoir and system must be filled with first quality virgin "low temperature" hydraulic oil, compatible with all system components. Reservoir must be of sufficient capacity to allow continuous dump operation without loss of power. Capacity should be at least 3 times pump operating GPM.

5.72.6. Manual hydraulic shutoffs must be provided at the following locations:

5.72.7. On the dump body hose, between the main valve and the dump cylinder;

5.72.8. At the hydraulic reservoir;

5.72.9. At the hydraulic pump.

5.72.10. Proposed body pricing must include installation onto the chassis specified in Bid Line #1.

5.73. PTO / PUMP / VALVES

5.73.1. The body hoist must be powered by a heavy-duty, transmission mounted, solenoid actuated, PTO (Power Take-Off), Chelsea "hot shift". Pump must be direct PTO mount dump pump with built-in relief valve and built-in load holding check valve to hold the dump body at various angles, Chelsea T102.

5.73.2. Dump body must be raised, held and lowered by means of a control lever installed in the cab. No hydraulic lines may be run into the cab.

5.73.3. The PTO, pump and valves must operate quietly under load. PTO installation must take full advantage of the safety and operational provisions of the transmission's electronic controls. The PTO must be activated by an electric switch located in a dash-mounted panel, "Wired Rite".

5.73.4. The suction line leading to the pump must be sized to accommodate the flow produced @1,600 RPM without exceeding an oil velocity of 3 feet per second.

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

5.74. BID LINE #5: STAINLESS STEEL DUMP BODY WITH CONVEYOR, SPINNER AND PRE-WET TANKS

5.75. INTENT

- 5.75.1. It is the intent of these specifications to describe a combination dump and spreader body, 12-ft (inside dimension), stainless steel, rear discharge.
- 5.75.2. Proposed body pricing must include installation onto the chassis specified in Bid Line #1.

5.76. OVERALL DESIGN

- 5.76.1. Capacity must be a minimum of 11 cubic yards with sideboards.
- 5.76.2. Inside length must be 12-foot, outside length must be 13-foot for mounting on truck chassis with 108" rear of cab to centerline of tandem (CA) dimension.
- 5.76.3. The body hoist must be front mounted outside the body, with minimal internal "dog house".
- 5.76.4. The inside of the body must be 95" wide to maximize the capacity and lower the center of gravity of the unit.
- 5.76.5. Body side height must be 36" prior to sideboard installation. Tailgate height must be 48", and front bulkhead height must be 54".

5.77. FRONT BULKHEAD, SIDE WALLS AND FLOOR CONSTRUCTION

- 5.77.1. The sides and floor must be constructed as one-piece sections, incorporating a minimum 6" floor to side radius.
- 5.77.2. The front bulkhead and one-piece sides must be constructed of 7 gauge 304 or 201 2B stainless steel.
- 5.77.3. The boxed top rail must be constructed of 10 gauge, 304 or 201 2B stainless steel, seamless and sloped inward to shed debris.
- 5.77.4. The body design must incorporate 4" wide sideboard pockets with sloped stainless steel sideboards included.
- 5.77.5. 304 or 201 2B Stainless steel rear corner posts, 7-gauge, 12-3/4" x 5", must be tied into a 9", 7GA 304 or 201 2B stainless steel formed rear apron. Rear apron support must overlap provide additional support for the tailgate latch assembly.
- 5.77.6. The 304 or 201 2B stainless steel integral rear fenders must be continuously welded and positioned over rear wheels of the truck.
- 5.77.7. A 10 GA 304 or 201 2B stainless steel cab shield, 40" x 78", must be provided, with 7 GA side plates. The front end of the shield must be turned upward 3". The shield must be welded to the body bulkhead using continuous welds, and reinforced vertically with two 304 or 201 B stainless steel angles. Minimum clearance to the nearest point on the cab must be 3". The shield must not interfere with the exhaust stack or any added auxiliary lighting. Cab shield must incorporate two LED stop/tail/turn lights, 4"x6", one right and one left, and four amber LED flashing lights, 1 on each corner facing forward and 1 on each corner facing sideways.
- 5.77.8. A warning light indicating that the body is in a raised position must be located on the dash.
- 5.77.9. A 304 or 201 2B stainless steel folding ladder must be welded to the front side of the body, street side.
- 5.77.10. Stainless steel fenders must be mounted in front of rear wheels.

5.78. CONVEYOR

- 5.78.1. The conveyor must be mounted 10" from truck frame to body floor height for lower center of gravity and lower mounting height.
- 5.78.2. Inner sills must be 7-gauge 304 or 201 2B stainless steel formed and outer sills must be 10-gauge 304 or 201 2B stainless steel formed long sills.
- 5.78.3. Conveyor floor must be constructed 3/16" AR400, 190,000 PSI yield, 200,000 PSI tensile strength, Brinell hardness of 400.
- 5.78.4. Drive sprockets must be double keyed to conveyor shaft, 2" diameter drive and idler shafts with 8 tooth sprockets.
- 5.78.5. The conveyor must be driven by a heavy duty motor.
- 5.78.6. The main conveyor must be 18" wide with 304 or 201 2B stainless steel bolts on underbody pans.
- 5.78.7. The conveyor must have an on/off switch located at rear of body which functions independently of cab mounted conveyor controls.
- 5.78.8. The body must have an integrated 304 or 201 2B stainless steel, 15" spreader apron. Bolt on pans must be provided under the extension apron. A bolt-on cover must be provided to seal the opening under the full depth of the rear corner posts on both sides, full width to the body long sill. Additional bolt-on covers must be provided to seal the opening under the spreader apron.
- 5.78.9. The conveyor must extend 9" beyond tailgate to prevent return of granular material.
- 5.78.10. The conveyor must have a pintle chain with 3/4" by 1 1/2" conveyor crossbars spaced on every link. Crossbars must be welded top and bottom.

5.79. SPINNER AND CHUTE ASSEMBLY

- 5.79.1. The spinner must be 17" in diameter.
- 5.79.2. Spinner baffles must be adjustable left to right, front to back, and up and down to facilitate control of the spread pattern.
- 5.79.3. The front spinner baffle must be adjustable for undercarriage protection.
- 5.79.4. The spinner hydraulic motor must mount directly on top of the spinner disc. The motor must be enclosed in a removable, material shedding, protective cover. A bottom mount motor or drive shaft with bearings is not acceptable.
- 5.79.5. Spinner assembly must be designed and mounted to allow for load dumping without removing the spinner.
- 5.79.6. A stainless steel focusing chute must direct salt onto the spinner. The spinner focusing chute must have provisions to allow clearance for pintle hook during dumping operations. Spinner, chute and related attachments must be removable as a one piece assembly.

5.80. PREWET SYSTEM

- 5.80.1. Two 75 -gallon polyethylene prewet tanks with bulk tank fill quick couplings and caps must be integrated into rear fenders of the body. A replaceable screen line strainer and corrosion resistant shut off valves must be included. Pre-wet system must be fully integrated into the spreader controls and must be equipped with a fluid level sensor that senses the total combined tank fluid levels, provides a visual and audible alarm in the cab, and shuts off the liquid pump when pre-wet liquid supply is depleted. Fluid level markings must be incorporated into each tank.

- 5.80.2. The pre-wet pump must be self priming with a capacity of 4 GPM @ 80 PSI. The pump must be easily demountable for service. An easily accessible in-line 40 mesh filter housing must be provided to supply filtered fluid to the pre-wet pump. The pump control box must be mounted directly behind one of the pre-wet tanks in a location that does not protrude beyond the rear of the truck.
- 5.80.3. All tubing must be stainless steel with corrosion resistant JIC fittings.
- 5.80.4. The liquid output must be controlled by an adjustable flow control valve on the hydraulic drive motor input.
- 5.80.5. The flow control valve must be adjustable from zero to maximum flow for increasing or decreasing saturation of the material being sprayed.
- 5.80.6. All components must be mounted on a stainless steel plate within a corrosion resistant sealed enclosure with a hinged cover.
- 5.80.7. Pre-wet tanks must be secured to body sides by stainless steel brackets and must be removable. Tanks must be positioned entirely within the body of the truck, with no rear overhang.
- 5.80.8. The system must be compatible with various de-icing solutions, including, but not limited to the following; sodium chloride, calcium chloride, magnesium chloride, potassium acetate and CMA.
- 5.80.9. The pump and motor must be connected with one-piece flex coupling. The coupling must be protected.
- 5.80.10. The pump must be designed for a minimum of 1000 hours of service without maintenance or lubrication.
- 5.80.11. A prewet pump power off/on switch must be provided, with power on indicator and a "prewet tanks empty" indicator with audible alarm.
- 5.80.12. A heavy-duty wiring harness from the cab to the pump with weather and corrosion resistant sealed connectors and protective covers must be included.

5.81. METERING ORIFICE TUBE OR NOZZLES

- 5.81.1. Pre-wet nozzles or variable displacement orifices must be mounted to the spinner frame, positioned to eject liquid onto the spinner without affecting spread width. Nozzle design/placement must ensure correct pre-wetting spread pattern.

5.82. TAILGATE

- 5.82.1. The tailgate sheet must be constructed of 7 gauge 304 or 201 2B stainless steel.
- 5.82.2. The tailgate must incorporate full perimeter, 304 or 201 2B stainless steel boxing with all horizontal edges sloped outward.
- 5.82.3. The tailgate must have 10 gauge 304 or 201 2B stainless steel sloped horizontal braces.
- 5.82.4. The tailgate must have 304 or 201 2B stainless steel ½" flush mount flame cut pivots and heavy duty offset hinge plates, 304 or 201 2B stainless steel, 1" flame cut.
- 5.82.5. The tailgate must have 304 or 201 2B stainless steel ¾" latch hooks with 304 or 201 2B stainless steel 3/8" latch plates.
- 5.82.6. The tailgate must have 1¼" upper pins and 304 or 201 2B stainless steel 1¼" lower pins.
- 5.82.7. The rear feed gate must operate perpendicular to the floor, and must be constructed of 7 gauge 304 or 201 2B stainless steel, 12" x 26". The feed gate must be lever operated, adjustable in 1" increments. Two ¼" diameter 304 or 201 2B stainless steel sliding guides must be provided for easy feed gate movement. The jack type feed gates are not acceptable.

- 5.82.8. A 304 or 201 2B stainless steel cover plate must be installed at the underside of the tailgate, to protect the tailgate components from corrosion.
- 5.82.9. Tailgate must be operated with an air release system. All tailgate latch mechanism pivots must be greasable. Grease lines from these points must be easily accessible from the exterior of the body.

5.83. TOP GRATE SCREENS

- 5.83.1. Screens must be constructed of 3/8" rods extending through 2 x 1/4" bar. 4 screen sections must be hinged to a 6" longitudinal I-beam or 3.5" pipe, providing 2.5" x 3" clear openings.
- 5.83.2. The screen assembly must be removable as one piece. The assembly must be installed into pockets welded to the inside of the sideboards. "Spades" must be welded to the screens to drop into pockets and be pinned for securement; one each side center. Pins must be secured with chains.

5.84. BODY HOIST

- 5.84.1. The body dumping must be powered by a single acting, 3-stage telescopic hoist. The hoist cylinder must be trunnion mounted to eliminate the "dog house".
- 5.84.2. The hoist must meet a minimum N.T.E.A. rating of 29 tons (rated with a 12' body and 6" pivot point).
- 5.84.3. The hoist must have a 110" stroke, with a 5" diameter first stage.
- 5.84.4. The hoist cylinder must be constructed with wear and tear resistant "nitrited" or chrome cylinder tubes.
- 5.84.5. The hoist must pivot on maintenance free Teflon composite bearings and 2" diameter "nitrited" or stainless steel pins.
- 5.84.6. The cylinder must incorporate a device to minimize cylinder side loading when the dump body is raised.
- 5.84.7. The cylinder connecting pivots must have replaceable greaseless composite bushings.
- 5.84.8. Heavy duty body guides must be mounted to the chassis frame rails. The guides must be designed/constructed to align the body while lowering and prevent lateral movement of the body during vehicle cornering.
- 5.84.9. Rear body hinges must be fabricated from heavy steel plate with maintenance free Teflon composite bearings and large diameter "nitrited" or stainless steel pins.
- 5.84.10. Rear body props must be installed to support the body during servicing operations.
- 5.84.11. A waterproof, roller type, industrial grade limit switch must be installed to activate a cab warning light when the body is raised. The warning light must be installed in a removable dash mounted, "Wired-Rite" panel.
- 5.84.12. A keyed hoist lockout must be mounted in the cab, to prevent unintentional raising of the dump hoist. All lockouts must be keyed alike.

5.85. REAR HINGE ASSEMBLY

- 5.85.1. The assembly must be constructed of 6" x 8" by 1/2" structural angle.
- 5.85.2. Two inch, 303 stainless steel hinge pins must be connected to 2 1/2" hinge blocks using replaceable greaseless composite bushings for a minimal pin- to bushing clearance.

5.86. PINTLE HOOK

- 5.86.1. A heavy duty pintle hook must be installed at the rear of the body; Holland #T-90-A. The pintle hook must be mounted to a suitably sized steel channel, "A" braced to chassis frame rails. The installation must allow the

hook to be utilized to its maximum rated capacity. The hook seat must be 21" above ground level. Heavy-duty "D" rings must be installed.

5.87. LED LIGHT PACKAGE

- 5.87.1. The rear pillars of the dump body must have adequate room for mounting of stop, tail and turn signal lights on each side. One amber flashing and one back-up light must be installed. All lights must be installed in a "box" enclosure to prevent corrosion to wiring and connections. Placement will be discussed at pre-construction meeting. LED lighting must be used wherever available.

5.88. PAINTING & FINISHING

- 5.88.1. All stainless steel surfaces must be unpainted, cleaned with an acid wash solution to remove carbon "burns" from the stainless steel webs.
- 5.88.2. All non-stainless steel components must be painted aluminum.
- 5.88.3. Reflective tape must be added to the sides and rear of the body, 4" width strip, alternating red and white reflective colors. Location must be approved by Department of Fleet Management, Automotive Engineering Section, prior to installation.

5.89. BID LINE #6: PLOW FRAME, HITCH AND CRANKSHAFT-DRIVEN HYDRAULIC SYSTEM WITH ELECTRONIC CONTROLLER

5.90. INTENT

- 5.90.1. It is the intent of these specifications to describe a plow frame, hitch, and load sensing hydraulic system with ground speed orientation. The package must include controls for the spreader, plow, dump body, pre-wet system and lighting systems with a single electric joystick controlling the plow and hoist functions. System must be compatible with bodies and plows described elsewhere in this document.
- 5.90.2. Proposed body pricing must include installation onto the chassis specified in Bid Line #1.

5.91. LOW FRAME / HITCH DESIGN

- 5.91.1. The plow hitch must be of heavy-duty, custom designed unit, specially manufactured to attach to the frame of the truck chassis proposed.
- 5.91.2. The design and construction of the hitch assembly must permit the cab to be fully tilted over the unit. Hitches which require tilting or component removal are not acceptable.
- 5.91.3. The unit must consist of a push frame, a quick coupler/lock and a plow lifting device. Frame/hitch must be manufactured by a recognized snow plow manufacturer, and must be ruggedly constructed of new material.
- 5.91.4. The plow frame/hitch must be designed to permit close-coupling the specified hydraulic pump with minimal shaft angularity.
- 5.91.5. The plow frame/hitch must provide a minimum of 16" of plow lift, and must be of sufficient strength to lift and transport a 2,800 pound plow without damaging any system components.

5.92. PLOW FRAME / HITCH CONSTRUCTION

- 5.92.1. The main frame must consist of two ½" thick steel plate vertical side members; one 10" lower cross member; one pump mounting plate with proper pilot and mounting holes for installation of pump, produced from suitably sized ½" thick steel plate, and 2 cylinder mounting lugs, produced from ½" thick steel plates.
- 5.92.2. Vertical mounting brackets must be constructed of ½" plate, installed between inside flanges of chassis frame rail.

- 5.92.3. The mounting bracket must be secured to frame and side plates with 3/4" Grade 8 bolts.
- 5.92.4. The main frame must incorporate any/all bracketry required to mount itself, the torque arm, the bumper, the quick coupling angle, etc.
- 5.92.5. A top reinforced cross angle, 3 x 3 x 1/2", must be furnished.

5.93. TORQUE ARM

- 5.93.1. The torque arm must transfer lifting forces from the hydraulic cylinder to the plow chain. It must consist of: 1 cross tube, 2 bearing blocks, 1 lift arm with shackle and grab link, one transfer tube and necessary reinforcements.
- 5.93.2. The cross tube must be produced from 5" diameter, 1/2" wall steel tubing and must rotate within bearing blocks located at each end.
- 5.93.3. The bearing blocks must be a minimum of 7 1/2" x 8 1/2" x 1 1/2" in size, provided with grease grooves along the inside diameter to facilitate lubrication of the cross tube ends. "Zerk" type grease fittings must be installed in the bearing blocks. The blocks must be mounted to the vertical side members of the main frame using four 3/4" diameter "Grade 8" hardened bolts per block.
- 5.93.4. A lift arm must be attached to the cross tube at the centerline of the vehicle. The lift arm must be produced from 1" thick steel plate with 1/2" thick plate gusset reinforcements. The lift arm must be shaped to allow full lift without damage to the grille.
- 5.93.5. The lift arm must be provided with a 3-hole chain grab plate (designed to accept 7/16" chain), secured to the arm with a 1-1/8" diameter hardened pin, washer and suitable clip.
- 5.93.6. A ram produced from 1 1/2" thick steel plate must also be attached to the cross tube. This arm must connect the hydraulic cylinder to the cross tube.
- 5.93.7. The lift arm, ram arm and cross tube must be inter-connected and stabilized through the use of a transfer tube and gusset. The transfer tube must be produced from 4" x 4" x 1/2" wall square steel tubing. The tube must be mounted through the ram arm, and must be butted to the lift and fully welded.

5.94. PLOW LIFT CYLINDER

- 5.94.1. The lift cylinder must be of double-acting, heavy duty design, 4 1/2" diameter bore and 4" diameter rod with 8" stroke.
- 5.94.2. The cylinder must be completely rebuildable using commercially available replacement parts and standard rebuilding practices.
- 5.94.3. The cylinder must be equipped with a single 1 1/4" thick steel lug at each end. Lugs must be drilled with 1" diameter holes to accept anchor pins.
- 5.94.4. The cylinder must be provided with 1/2" diameter ports, a hard chrome plated piston rod, polyurethane "U" cup seals and rod wiper.
- 5.94.5. The cylinder must be mounted a minimum of 9" to the right of the center line of the vehicle to provide clearance for the pump, bracket and hoses.

5.95. PLOW QUICK COUPLER

- 5.95.1. The plow frame must be provided with a quick-coupling hitch (female portion) to accept the quick-coupling "arrowheads" (male portion) currently mounted onto The Department of Streets and Sanitation snow plows.

- 5.95.2. The quick-coupling hitch must be identical in both construction and design to the Frink "Tor-Lok". The quick-coupler device must have an opening 3½" x 11½" at the front and 5" x 12" at the rear. The opening must be beveled to allow easy entrance of the arrowhead.
- 5.95.3. Two steel, spring loaded locking blocks, installed directly behind the beveled opening, must automatically clamp about the arrowhead whenever the arrowhead enters the opening. Vertical center of the opening must be 17" above the ground when measured on the completed truck. Locking blocks must be constructed from ½" diameter steel rod.
- 5.95.4. The receiver angle must be produced from 8" x 4" x 3/4" structural steel angle, a minimum of 34" in length. This angle must be welded to the lower portion of the main frame to become an integral member.
- 5.95.5. The locking device must be so designed as to permit oscillation of the snow plow whenever uneven road contours are encountered.
- 5.95.6. A handle must be supplied to un-clamp the locking blocks from the arrowhead when uncoupling the plow. A chain latch must also be provided to secure the handle against accidental uncoupling. Handle length and "stop" locations must be determined by The Department of Fleet management, Automotive Engineering Section at preconstruction meeting or upon pilot model inspection.
- 5.95.7. The face of the receiver angle must be set back a minimum of 21" from a line running vertically through the center of the lift arm shackle hole, with cylinder fully retracted, in order to provide the proper plow lift geometry.
- 5.95.8. Two skid plates, formed from ½" thick steel, must be welded to the bottom flange of the receiver angle. These shoes must provide sufficient radius and surface area to minimize damage to the receiver.
- 5.96. PLOW BRACES**
- 5.96.1. Two lower braces must be produced from ½" thick steel plate. These braces must connect the hitch receiver angle to the truck frame as far rearward as feasible. The rear mounting angles must be a minimum of 6" x 4" x ½" angle secured by 5/8" diameter "Grade 8" hardened bolts.
- 5.96.2. A cross brace must be fabricated from 2" diameter "schedule 80" pipe and ½" steel plate (end brackets). This brace must be placed horizontally, bolted between the lower brackets.
- 5.96.3. Braces must be installed so as not to interfere with the operation of any cab or chassis part or functions. Proper clearance must be provided for the travel of the pitman arm, drag link, front axle, etc.
- 5.96.4. A mounting plate must be provided for installation of a cylinder sensor module.
- 5.96.5. A mounting bracket must be furnished for installation of two plow reverse hoses.
- 5.97. PLOW FRAME / HITCH FASTENERS ETC.**
- 5.97.1. All plow frame/hitch fasteners must be #8 hex head cap screws and self locking nuts with nylon inserts.
- 5.97.2. The quantities and sizes of fasteners utilized must be chosen by the plow frame / hitch manufacturer to provide an adequate margin of safety for the operating conditions encountered.
- 5.97.3. Extra heavy-duty steel tow hooks (Cleveland Hardware and Forging Company model 2801-A) must be mounted to the plow frame side plates, accessible and suitably anchored.
- 5.97.4. Shear blocks / angles, must be installed at all stressed mounting points to reduce the transfer of force to the mounting bolts.
- 5.97.5. The hitch must be designed so the OEM bumper may be installed. Two, ½" x 2" braces must be provided between the ends of the bumper and the truck frame.

5.98. PLOW FRAME / HITCH PAINTING

- 5.98.1. All metal surfaces must be sand / shot blasted prior to painting to insure removal of any / all, surface rust.
- 5.98.2. All metal surfaces must be primed with a minimum of 2 coats of "Rustoleum" brand spray primer.
- 5.98.3. Plow frame, hitch, braces, etc. must be sprayed with sufficient coats of DuPont Imron #3504 HN, "Sierra Tan", to produce a long lasting, quality finish.

5.99. CRANKSHAFT DRIVEN PUMP

- 5.99.1. System must be provided with a hydraulic pump. The hydraulic pump must be an axial piston pressure and flow compensated load - sensing type.
- 5.99.2. The pump must be rated at minimum 4.5 cubic inches per revolution at maximum stroke. Pump capacity must provide sufficient flow to power the plow, conveyor, spinner, hoist, and all other hydraulic components.
- 5.99.3. Suction line must be sized to meet the pump manufacturer's recommendation for a pump speed of 3000 RPM.
- 5.99.4. The pump must a 1 1/4" keyed drive shaft and SAE type "C" mounting flange.
- 5.99.5. A low oil shutdown valve must be mounted to outlet of pump with latched momentary override switch.

5.100. PUMP MOUNTING

- 5.100.1. The hydraulic pump must be mounted with the shaft centerline parallel to the crankshaft centerline and at a level to create not more than a 3° angle on the drive line.
- 5.100.2. The pump mounting must be incorporated with a bracket fabricated to mount in the extended frame rails of the truck.

5.101. DRIVELINE

- 5.101.1. The hydraulic pump must be driven directly off the engine crankshaft by a splined driveline to allow for movement.
- 5.101.2. The driveline must include grease fittings on both U-joints for maintenance.

5.102. HYDRAULIC RESERVOIR

- 5.102.1. The system must have an upright, behind cab cradle mount 30 gallon stainless steel hydraulic reservoir which is internally baffled w/ filter/breather cap, oil level sight gauge with low level sending unit, magnetic drain plug and return line in tank filter.
- 5.102.2. A 2" full flow brass ball valve must be plumbed at the suction port of the tank.

5.103. FILTERS

- 5.103.1. A hydraulic oil filter must be mounted in the reservoir.
- 5.103.2. A high pressure filter must be installed at the valve assembly on the pressure side of the pump. The high pressure filter must be 10 micron (16 micron absolute), double length, and must have #16 ports installed at the valve. The hydraulic filter must be rated for no less than 60 GPM.
- 5.103.3.

- 5.103.4. The filter must include visual and electrical bypass indicators.
- 5.103.5. Low level fluid warning lights and high temperature with shutdown must be mounted in the cab and wired to the electrical bypass indicator.

5.104. HYDRAULIC LINES

- 5.104.1. Stainless steel hydraulic tubes must run from the back of the cab to the rear of the frame for conveyor, spinner and return circuits. The tubes must be mounted in neoprene mounting blocks to eliminate vibration.
- 5.104.2. Hydraulic lines must be run to the front of the plow hitch to provide power for plow up/down and plow right/left. Lines must be terminated with quick disconnect fittings, compatible with the City's snow plows. Fittings must be protected with caps or covers when not in use. Contact Department of Fleet Management, Automotive Engineering Section, to view a sample. Exact mounting location will be determined at the Pre-Construction meeting.
- 5.104.3. The stainless steel hydraulic tubes installed must have flared ends and proper JIC fittings.
- 5.104.4. Stainless steel tubes must be utilized in lieu of flexible hydraulic tubing wherever practicable.

5.105. HYDRAULIC VALVE BANK

- 5.105.1. The hydraulic valve bank must be of manifold design, installed upright on a cradle, drivers side, behind the cab. Bank must be protected by a stainless steel enclosure.
- 5.105.2. Each hydraulic function must be provided with an individual manifold stacked together to form the manifold base.
- 5.105.3. The hydraulic control valves must be pulse-width modulated, proportionally controlled.
- 5.105.4. Each hydraulic valve segment must be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments.
- 5.105.5. All segments must have heavy duty continuous duty coils and connections must be with DIN or C2 connectors.
- 5.105.6. All coils must operate at 12 VDC and require a maximum of 1400 mA.
- 5.105.7. The conveyor and spinner must be controlled by a single manifold.
- 5.105.8. The conveyor and spinner manifold must control flow up to 14 GPM and must be rated for 3000 PSI, with screw-style manual over-rides.
- 5.105.9. Valve sections must have adjustable stroke limiter flow controls for each function.
- 5.105.10. Valve segments must be arranged as follows:
 - 1. Hoist - 40 GPM
 - 2. Plow lift, no float - 21 GPM
 - 3. Plow Right / Left - 15 GPM
 - 4. Conveyor, pressure compensated - 14 GPM
 - 5. Spinner, pressure compensated - 7 GPM
 - 6. Pre-wet, - 5 GPM

5.105.11. Manual hydraulic shutoffs must be provided at the following locations:

1. On the dump body hose, between the main valve and the dump cylinder;
2. At the hydraulic reservoir;
3. At the hydraulic pump.

5.105.12. A plow float valve must be provided and installed, which allows for adjustable counteracting hydraulic pressure to reduce the weight of the plow on the street surface.

5.105.13. A cushion valve must be provided for operation of reversible plows.

5.106. SPREADER CONTROL CENTER

5.106.1. Controls for all valve functions, electronic spreader control and auxiliary lighting will be integrated into a single, self contained center.

5.106.2. The control center must be ergonomically designed, padded armrest style with an in cab display (in-dash preferred).

5.106.3. The control center must be modular in design for ease of installation and service, and wiring connectors must be color coded throughout.

5.106.4. A sealed pre-wired harness for all valve controls must be provided.

5.106.5. All components must be durable for long life and trouble free operation.

5.106.6. The controller must have a single joystick. The joystick must incorporate controls for all hydraulic functions (hoist, conveyor, spinner, blast, standby and plow). The hoist must be proportional with interlock for safety. All functions must be proportionally controlled.

5.106.7. The spreader and pre-wet controls must be located on an arm rest at the operators fingertips. A "Wired-Rite" switch panel must be mounted in the dash with controls for up to 8, 15-amp auxiliary functions including an on/off switch for the hoist.

5.106.8. The electronic spreader control must be designed for precise control of material application.

5.106.9. The electronic spreader control must have a battery back-up to protect memory functions.

5.106.10. The unit must be protected from reverse polarity as well as be over voltage protected by using a five amp reset circuit breaker.

5.106.11. The spreader control must be capable of self-diagnostics for system errors.

5.106.12. The control unit must have password protection to prevent unauthorized use of set up, complete operation and calibration parameters.

5.106.13. The control unit must be capable of self calibration of conveyor feed rates and require no additional time pieces to calibrate.

5.106.14. Programming must allow for blast function to be set one of three ways: Memory, Timed or by Distance Traveled.

5.106.15. The unit must be capable of reading two different materials and up to nine gate settings per material.

- 5.106.16. The unit must provide two operational modes: Manual (no ground speed) and Open Loop (ground speed). All external wiring must be protected with a cut-and abrasion resistant insulation, and must incorporate M12 or other sealed connectors with equivalent or superior corrosion and leak resistance.
- 5.106.17. The control unit must incorporate touch pad or toggle control and an adjustable back lit panel and visual display of text.
- 5.106.18. The text display must inform the operator of spread rate information and calibration parameters.
- 5.106.19. The unit must be capable of displaying logged spread run information for intermediate reference and also be able to download data to a serial printer or PC computer when complete data is required.
- 5.106.20. The unit must provide real time and date.
- 5.106.21. The unit must provide spinner speed adjustment, standby (pass) feature, and stationary / low speed unload mode.
- 5.106.22. The unit must have a programmable "jump start" to provide immediate material flow at start up.
- 5.106.23. The unit must be provided with conveyor and prewet rate sensors for closed loop feedback. Sensors must be internal to the motors.

5.107. PREWET SYSTEM DISPLAY

- 5.107.1. The display on control panel must show gallons per ton and total gallons.
- 5.107.2. In setup mode and operational mode, the unit must be adjusted as gallons per ton.
- 5.107.3. An empty tank indicator with buzzer and shutdown must be included.

5.108. PLOW LIGHTS

- 5.108.1. Units equipped with a plow frame must also be equipped with dual plow lights, bracket mounted on the right and left hand sides of the hood. Plow light location must provide optimum visibility for the driver during plowing operations. Lights must be actuated via a dash-mounted switch. Light housings must be corrosion- and impact-resistant.

5.109. BID LINE #7: MAINTENANCE SOFTWARE PACKAGE

- 5.109.1. Pricing for a maintenance software package must be provided as a separate line item on the Proposal Pages. For purposes of these specifications, a software package must include diagnostic software and all necessary cables, adapters and wiring to diagnose the following subsystems: engine, transmission, brakes, and electrical systems. Programs must be provided with appropriate licenses. Software packages will be ordered as needed.

5.110. BID LINE #8: LAPTOP COMPUTER

- 5.110.1. The Contractor must provide pricing for laptop computers to run all programs provided in the software package. Pricing for laptop computers must be indicated as a separate line item on the proposal page. Laptop computers will be ordered as needed.

5.111. BID LINE #9: FIXED ANGLE SNOW PLOW

- 5.111.1. The Contractor must provide pricing for a fixed angle snow plow, with spring trip, steel moldboard, fixed angle push frame, and continuous seam welding.
- 5.111.2. Board base must be approximately 42" in height, with an 11' width. Bottom angle must be 4" x 4" x .75", with additional 4" x 3" x .5" reinforcements between the cutting bolt holes. Top moldboard angle must be constructed of 3.5" x 2.5" x .375" steel. Holes must be provided to prevent condensation buildup.

- 5.111.3. Two horizontal braces must be provided.
- 5.111.4. Plow attack angle must be adjustable between 5° and 20°.
- 5.111.5. A rubber cutting edge must be provided, 11' x 10" x 1.5". Cutting edge must have a minimum durometer of 60 on the Shore A scale, with a minimum tensile strength of 2,000 PSI. Slotted bolt holes must be provided in the center of the cutting edge.
- 5.111.6. A 1080 C steel cutting edge, 11' x .5" x 6" must also be installed.
- 5.111.7. Plow must be designed to allow continuous level lift in any position.
- 5.111.8. Push frame must be 96", constructed from 4" square tube, with a .375" thickness.
- 5.111.9. Pivot plates must be reinforced with a .375" thick rectangular gusset.
- 5.111.10. Prior to finishing, all metal surfaces must be phosphate washed. Plow must be painted or powder coated safety yellow.
- 5.111.11. Plow must be fully compatible with the "Tor-Loc" plow hitch mating system described elsewhere in this document.

5.112. BID LINE #10: REVERSIBLE SNOW PLOW

- 5.112.1. The Contractor must provide pricing for a reversible snow plow, with spring trip, steel moldboard, fixed angle push frame, and continuous seam welding.
- 5.112.2. Moldboard base must be approximately 42" in height, with an 11' width. Bottom angle must be 4" x 4" x .75", with additional 4" x 3" x .5" reinforcements between the cutting bolt holes. Top moldboard angle must be constructed of 3.5" x 2.5" x .375" steel. Holes must be provided to prevent condensation buildup.
- 5.112.3. Two horizontal braces must be provided.
- 5.112.4. Plow attack angle must be adjustable between 5° and 20°.
- 5.112.5. A rubber cutting edge must be provided, 11' x 10" x 1.5". Cutting edge must have a minimum durometer of 60 on the Shore A scale, with a minimum tensile strength of 2,000 PSI. Slotted bolt holes must be provided in the center of the cutting edge.
- 5.112.6. A 1080 C steel cutting edge, 11' x .5" x 6" must also be installed.
- 5.112.7. Plow must be designed to allow continuous level lift in any position.
- 5.112.8. Push frame must be 96", constructed from 4" square tube, with a .375" thickness.
- 5.112.9. Semi-circle must be constructed of 3.5" x 3.5" x .5" steel angle with a span of 77.25" at the push tube. The semi-circle must be reinforced with two 3.5" x 3.5" x .5" steel angles.
- 5.112.10. Semi-circle pivot and reversing cylinders yokes must be constructed from .5" steel plate. Two reversing stops constructed of 1" x 5" plate must be welded to the semi-circle.
- 5.112.11. A 3" x 10" x 1.5" moldboard attack angle brace connection plate must be continuously welded to the push frame assembly.
- 5.112.12. Reversing action must be accomplished through the use of two 3" x 10" x 1.5" nitrided, double-acting hydraulic cylinders.
- 5.112.13. Prior to finishing, all metal surfaces must be phosphate washed. Plow must be painted or powder coated safety yellow.

- 5.112.14. Plow must be fully compatible with the "Tor-Loc" plow hitch mating system described elsewhere in this document.

5.113. BID LINE #11: HYBRID-ELECTRIC DRIVE SYSTEM

- 5.113.1. Units ordered with bid line #11 must be equipped with a hybrid-electric drive system. The hybrid system must, using an electric motor, provide power to the drive wheels and must function as a generator to charge the hybrid system batteries during deceleration - thus improving overall fuel economy and reducing vehicle emissions over an EPA-approved test cycle.
- 5.113.2. The electrical power for the hybrid system must be stored in a bank of batteries. The batteries must be recharged through regenerative braking and by the chassis engine through a motor/generator. The batteries must be positioned in a suitable fashion to permit optimum space efficiency and weight distribution. The batteries must be maintenance-free and suitable for heavy-duty service.
- 5.113.3. The hybrid drive system must be of a parallel design.
- 5.113.4. The chassis engine specified in the base unit may be appropriately downsized for units ordered with a hybrid-electric drive system, so that the horsepower and torque supplied to the drive wheels by the combination of the electric drive motor and the engine equal or exceed those supplied by the above-specified engine alone. Further changes to the drive-train required by the addition of the hybrid drive system must be approved prior to construction by the Department of Fleet Management, Automotive Engineering Section, and must in no way cause the performance of the vehicle to fall short of the performance of the base vehicle.
- 5.113.5. Detailed description of proposed hybrid-electric drive system, temperature-control systems for batteries, motors and other components (where applicable) and projected fuel savings over a standard duty cycle appropriate for this type of vehicle must accompany bid.
- 5.113.6. All hybrid components must be suitable for extended exposure to rock salt and deicing fluids. Enclosures, including battery enclosure, must be stainless steel.

5.114. BID LINE #12: AUXILIARY HEATER SYSTEM

- 5.114.1. Units ordered with bid line # 12 must be equipped with a diesel-fired auxiliary heater system suitable for warming the cab, engine coolant and hydraulic reservoir to operating temperature and maintaining operating temperature.
- 5.114.2. Cab must be warmed by a diesel-fired air heater installed on the floor of the cab. Mounting location and methods must be approved prior to construction by the Department of Fleet Management, Automotive Engineering Section. Air heater must supply a minimum of 6,800 BTUs per hour at its highest output by burning diesel fuel and blowing cabin air through a heat exchanger. Air heater must be capable of outputting a heat level as low as 3,100 BTUs to conserve fuel and preserve comfort. Air heater must draw combustion air and expel exhaust fumes through the floor of the cab; intake and output must be sufficiently spaced as to allow for proper operation; exhaust output must be located so as to prevent the presence of fumes in the cab.
- 5.114.3. Engine coolant and hydraulic reservoir must be warmed by a diesel-fired coolant heater mounted in a stainless steel enclosure mounted on the frame rail beneath the body. Mounting location and methods must be approved prior to construction by the Department of Fleet Management, Automotive Engineering Section. Coolant heater must supply a minimum of 17,000 BTUs per hour at its highest output by burning diesel fuel and circulating coolant through a heat exchanger. Coolant heater must have an internal thermostat set to maintain coolant temperature at the engine's operating temperature, stepping down its BTU output as needed to avoid overheating the coolant. Coolant heater must be capable of outputting a heat level as low as 9,000 BTUs per hour to conserve fuel and avoid overheating.
- 5.114.4. Coolant heater must be plumbed to the engine coolant system through coolant hose, valves and fittings that meet or exceed the specification of those utilized by the vehicle and engine manufacturers. Quarter-turn valves must be installed at the points at which the heater's coolant loop exits and reenters the engine coolant circuit, which must be located so as to provide circulation of the heated coolant in the proper direction throughout the engine and original coolant system.

- 5.114.5. Hydraulic reservoir must be heated by circulating the coolant warmed by the coolant heater through a hydraulic heater immersed horizontally in the hydraulic fluid. Hydraulic heater must be capable of transferring approximately 3,600 BTUs per hour from the warmed coolant to the hydraulic fluid. Hydraulic heater must be installed in the hydraulic tank using a stainless steel bung welded into the stainless steel hydraulic tank.
- 5.114.6. Complete diesel-fired auxiliary heater system must be controlled by two controls mounted in the cab within easy reach of the driver. Mounting location and methods must be approved prior to construction by the Department of Fleet Management, Automotive Engineering Section. Main power for both the air heater and the coolant heater must be supplied through use of a single, lighted push-button switch with built-in voltage monitor and timer. When activated through a single press, the switch must provide power to both heaters, starting their heating cycles, and continue to provide power to both heaters until ninety minutes have elapsed, until the voltage level in the chassis battery pack drops below 11.7 Volts or until the push-button switch is pressed again -- whichever occurs first. When the switch ceases to provide power to both heaters for any reason, each heater must perform its shutdown procedure and must not shut down improperly.
- 5.114.7. The second control must be a simple potentiometer or device with similar characteristics; this control must allow the driver to control the amount of heat being supplied to the cab by the air heater but must not affect the heat output of the coolant heater.
- 5.114.8. Simple directions must be supplied through the installation of a printed decal near or surrounding the two cab-mounted controls. These directions must advise the operator to shut the truck off, to press the push-button switch to start both heaters, to adjust the potentiometer to control cab heat level and to press the push-button switch again to stop both heaters. Decal must be approved prior to construction by the Department of Fleet Management, Automotive Engineering Section.
- 5.114.9. Each diesel-fired heater must be verified by US EPA or California ARB for the year, make and model of engine on which it is installed. The applicable verification must be valid at the time the retrofit is completed. Each retrofit must be performed in a manner consistent with the requirements of the applicable verification and with the manufacturer's recommendations. In the case of reliance on blanket verification such as those designated by US EPA to various makes and categories of idle-reduction technologies, this general verification is acceptable rather than verification for the specific year, make and model of engine. Documentation of verification, including any allowable general/blanket verification, must be submitted with bid documents. Verifications must be current at the time of bid.

5.115. PARTS AND REPAIR SERVICES

5.116. SCOPE

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

5.117. REPAIR AND SERVICE CENTER QUALIFICATIONS

- 5.117.1. The Contractor or an authorized subcontractor must, at the time of bid submission, provide resources capable of servicing City owned equipment specifically listed within these Proposal Pages, as follows:
- 5.117.2. The Contractor or authorized subcontractor must operate an established automotive, truck or equipment service center located within approximately 30 road miles of Fleet Management's facility at O'Hare Airport, 10,000 W Montrose Ave., Chicago, IL 60666.
- 5.117.3. The Contractor of an authorized subcontractor must maintain during the term of this contract and any extension of it an adequate staff of competent personnel that are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the contracted services.
- 5.117.4. All repairs performed under this contract must be performed by qualified technicians thoroughly trained and certified by an appropriate nationally recognized institution or organization. Repair services will be performed in a workmanlike manner, using industry accepted practices and established manufacturer procedures.

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

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

5.118. SERVICE AND REPAIRS OF MAJOR COMPONENTS AND SUBSYSTEMS

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

5.119. INVENTORY/LEAD TIME

5.119.1. The Contractor or an Authorized Subcontractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any parts which are required for repairs of vehicles or equipment within seventy-two (72) hours after receipt of a City department's order. In lieu of the inventory, the Contractor or an Authorized Subcontractor must be able to arrange such prompt delivery.

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

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

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

5.120. TURN AROUND TIME

5.120.1. Any vehicle which has been delivered to the Contractor or an Authorized Subcontractor for repairs will be returned within three (3) business days, unless otherwise authorized by the Commissioner of the Department of Fleet Management or an authorized representative.

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

5.121. IRREPARABLE EQUIPMENT

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

5.122. WORK ITEMS

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

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

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

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

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

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

5.123. BID LINE #13: PARTS

5.123.1. Parts, accessories, assemblies and/or components furnished under this contract furnished must be compatible and interchangeable with vehicles and equipment purchased under this Contract.

5.123.2. Non-O.E.M. (generic) parts and/or "salvaged" parts will be used only when approved by the Department of Fleet Management. Parts will be furnished and billed at the mark-up rate established on the Proposal Pages. The Contractor will furnish documentation (manufacturer's or distributor's invoice, etc.) to substantiate the charges; this documentation must accompany all invoices.

5.123.3. Fabricated parts furnished by the Contractor or Authorized Subcontractor under this contract will conform to the specifications and tolerances of the original equipment manufacturer.

5.124. REPAIR ESTIMATE

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

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

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

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

5.125. DIAGNOSTIC TESTING FEES

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

5.126. ACCEPTANCE OF PARTS AND REPAIRED EQUIPMENT

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

5.127. PRIORITY SERVICE

- 5.127.1. The Contractor and its subcontractors understand that the vehicles covered under this specification are critical to the City's Fleet operations. Therefore, the Contractor will give priority service to the City and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed upon schedule and to ensure that vehicle downtime is kept to a minimum.
- 5.127.2. **NOTE: THE CITY REQUIRES THE CONTRACTOR TO RETURN CALLS FOR SERVICE WITHIN 24 HOURS.**

5.128. SERVICE HOURS / EMERGENCY REPAIR

5.129. BID LINE #14: LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS

- 5.129.1. The unit cost for regular repair service labor performed at the location(s) specified by the Contractor will be billed as regular time, hourly rate, Monday through Friday, 7:00 a.m. to 3:00 pm., excluding Holidays, as quoted on the Proposal Page(s), unless the Contractor or Authorized Subcontractor's regular service hours are longer, then the Contractor or Authorized Subcontractor's regular service hours will apply.

5.130. BID LINE #15: LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS

- 5.130.1. In the event of an emergency (i.e. major snowstorm, etc.), the Contractor or Authorized Subcontractor must make available its facilities and services seven (7) days a week, twenty-four (24) hours per day and must be prepared to respond to Emergency Repair Service calls.
- 5.130.2. The Contractor will be notified by the Commissioner of the Department of Fleet Management or his authorized representative when emergency service is required.
- 5.130.3. The Contractor or Authorized Subcontractor must not perform any work outside the regular working hours without the prior authorization from the Commissioner of the Department of Fleet Management or his authorized representative.
- 5.130.4. The labor rates must include any and all peripheral costs.

5.131. BID LINE #16: TRANSPORTATION OF EQUIPMENT FOR SERVICE

The cost for transporting a vehicle purchased under this contract each way for service between a City of Chicago location and a Contractor's (or authorized Subcontractor's) location must include all peripheral costs, including but not limited to: providing a properly licensed driver or operator, any necessary tow or transport vehicle, and paying for all necessary tolls and permits.

5.132. DAMAGE OR LOSS EQUIPMENT

Contractor must assume full responsibility for damage to City owned vehicles, parts, equipment or accessories by accident or any loss by fire or theft of these vehicles while they are in his custody. The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the Department of Fleet Management. The Contractor will be responsible for and must repair any damaged vehicles where such work is directly due to services performed under this contract, or where such damage is the result of the negligence, or carelessness on the part of the contractor/employees. The contractor must first immediately notify the Commissioner of the Department of Fleet Management or his authorized representative regarding the nature and extent of the damages prior to making any such necessary repairs.

5.133. REPORTING REQUIREMENTS

The Contractor must provide records of all vehicles serviced. The Contractor must generate a quarterly report of all transactions with the City of Chicago, Department of Fleet Management. The report must be listed by City unit number, invoice numbers, purchase order number, date of service, nature of service performed, hours of service performed, detailed description of parts ordered with the repair services (catalog and part number). Copies of invoices for parts may be requested at any time and must be provided within three (3) Business Days of the request. A faxed copy will initially be accepted, however if deemed necessary; the original must be produced for verification purposes.

5.134. WORK IN PROGRESS

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

5.135. CLEAN UP

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

5.136. USE OF CITY FACILITIES

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

5.137. STATEMENT OF LIABILITIES

No contract(s) will be awarded to bidder(s) who owes money to the City of Chicago. Upon request, bidders must submit a Statement of Liabilities issued by the Chicago Department of Revenue showing zero liabilities. Contractor must remain current and in good standing with respect to any and all obligations to the City throughout the term of the contract, including any extensions, modifications and/or amendments. The Chicago Department of Revenue can be reached at 312-744-0801.

5.138. MEETINGS AND INSPECTIONS

A Pre-Construction meeting must be held at the facility of the airport 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 each unit being completed and shipped. Two representatives from the Department of Aviation 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 of Aviation and Fleet Management 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. Travel arrangements must be made in accordance with City of Chicago Travel Guidelines, as shown in Exhibit 1, attached.

Final acceptance of each unit will be at the facility of the airport ordering the equipment.

5.139. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the bid if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

6. PROPOSAL PAGES

776 North York Road
Elmhurst, IL 60126
Ph 630.279.0600
Fax 630.279.0603



Where commitment makes the difference.

Michael Smith
Head Contract Administrator
City of Chicago
Department of Procurement Services

July 19, 2011

Re: Specification # 92917 6x4 Diesel Powered Cab Chassis w/ Dump Bodies

Mr. Smith,

We are pleased to extend our pricing on the above mentioned contract for a period of sixty days from today's date. Thank you!

A handwritten signature in black ink, appearing to read "Fred M. Seng".

Fred M. Seng
TransChicago Truck Group
312-909-7841

City of Chicago
Catalog RFQ - No Group Lines

PU00691

RFQ Header Information

Please Respond By 5/11/2011

RFQ Number 3666

Ship To Location 040-3005 ADMIN

For More Information Please Contact MICHAEL SMITH

312-744-4910

6 X 4 DIESEL-POWERED CONVENTIONAL
CAB/CHASSIS WITH DUMP BODIES, PREMIX
SYSTEMS, SNOW PLOW HITCHES, AND SNOW
PLOWES

RFQ Description

Special Instructions

Your Quote is Effective as of 5/11/2011

RFQ Status Active

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type VEHICLES/HEAVY EQUIPMENT (CAPITAL)

Target Market NO

Advertise Date 4/8/2011

WEB BID Edit Rules ALL

Specification 92917

Procurement Type BID

Bid Deposit Required YES

Compliance Officer

Compliance Type Description

		Percentage Type Desc	Required %
Minority Owned Business Enterprise		Target Percentage Rate	25.00 %
Women Owned Business Enterprise		Target Percentage Rate	5.00 %



MAR 09 2015

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Mr. Fred Seng
Patson Inc, dba TransChicago Truck Group
776 North York Road
Elmhurst, IL 60126

Subject: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches and Snow Plows
Specification Number: 92917
Contract Number: 25053
Requisition Number: 94893
Re: 2014 Price Adjustment

Dear Mr. Seng:

The City of Chicago elects to adjust the prices for Line Items 1 through 12, as shown in Attachment 1, copy attached, in accordance with Section 3.25 entitled PRICE ADJUSTMENT LINE ITEMS # 1 THRU 12, under the same terms and conditions as the original Contract. The prices have been verified, and are being adjusted in accordance with the Producer Price Index requirements set forth in the contract. The effective date of the rate increase for line item 1 through 12 is August 4, 2014.

Your Contract requires that you notify the City of any changes in ownership. Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. The web address to submit your EDS and Familial Relationships Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>

Furthermore, transmit a current certificate of insurance naming the City of Chicago as an additional insured/certificate holder as required by your contract. Submit these documents to Michael L. Smith, at the Department of Procurement Services, Room 806, City Hall, 121 N. LaSalle St, Chicago, IL 60602 within ten (10) days of receipt of this letter.

If you have any questions concerning this matter, contact Michael L. Smith, Procurement Specialist, at 312-744-4910, michael.smith@cityofchicago.org.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/mis

cc: File (Specification No: 92917)

**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 #
3/11/2015	40	25053	92917	50070766	A		8/4/2011	8/3/2016	1

BUYER:
 20034 MICHAEL SMITH 312-744-4910

ORDERED FROM:
 PATSON DBA-TRANSCHICAGO TRUCK
 776 NORTH YORK ROAD (EFT)
 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: 6 X 4 DIESEL POWERED CONVENTIONAL CAB/CHASSIS WITH DUMP BODIES, PREWET SYSTEMS, SNOW PLOW HITCHES, AND SNOW PLOWS (CORRECTED VENDOR CODE # FROM ORIGINAL PO # 24985)

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	0705442100	TRUCKS, CAB/CHASSIS, 6X4 DIESEL POWERED CONVENTIONAL CAB/CHASSIS	Each	92,389.76
2	0705442570	TRUCKS, CAB/CHASSIS, OPTION, STEEL DUMP BODY	Each	19,607.39
3	0705442660	TRUCKS, CAB/CHASSIS, OPTION, STAINLESS STEEL DUMP BODY	Each	24,936.48
4	0705442620	TRUCKS, CAB/CHASSIS, OPTION, PTO DRIVEN HYDRAULIC SYSTEM	Each	4,896.52
5	0705442562	TRUCKS, CAB/CHASSIS, OPTION, STAINLESS STEEL DUMP BODY WITH CONVEYOR, SPINNER AND PREWET TANKS	Each	37,083.54
6	0705442590	TRUCKS, CAB/CHASSIS, OPTION, PLOW FRAME, HITCH AND CRANKSHAFT-DRIVEN HYDRAULIC SYSTEM WITH ELECTRONIC CONTROLLER	Each	26,320.79
7	0705442480	TRUCKS, CAB/CHASSIS, OPTION, MAINTENANCE SOFTWARE PACKAGE	Each	586.09
8	0705442480	TRUCKS, CAB/CHASSIS, OPTION, LAPTOP COMPUTER COMPATIBLE WITH MAINTENANCE SOFTWARE	Each	692.65
9	0705442440	TRUCKS, CAB/CHASSIS, OPTION, FIXED ANGLE SNOW PLOW	Each	6,127.31
10	0705442550	TRUCKS, CAB/CHASSIS, OPTION, REVERSIBLE SNOW PLOW	Each	6,979.80
11	0705442460	TRUCKS, CAB/CHASSIS, OPTION, HYBRID ELECTRIC DRIVE SYSTEM	Each	114,021.28
12	0705442400	TRUCKS, CAB/CHASSIS, OPTION, AUXILIARY HEATER SYSTEM	Each	4,928.49
13	06099182	PARTS, 6 X 4 DIESEL POWERED CONVENTIONAL CAB/CHASSIS, MARK UP OVER COST (MUST NOT EXCEED 7%)	Mark Up	0.00
14	9284757300	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	Hour	112.00
15	9284757301	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	Hour	112.00
16	96889093105	VEHICLE TOWING - DRIVE TOW OR TRANSPORT VEHICLES OR EQUIPMENT BETWEEN CITY FACILITY AND CONTRACTOR'S SHOP (EACH WAY)	Each	150.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order and associated Receipt(s). Submit the original invoice to the Office of the City Comptroller, Invoice Intake Division, 33 N. LaSalle, Room 700, Chicago, IL 60602.
 Mark all packages and papers with the purchase number. Any deliveries containing over shipments will be reflected unless otherwise authorized in this purchase.
 This purchase is subject to the City of Chicago General Conditions for Suppliers, Work, or Professional Consulting Services, Special Conditions, Disclosure Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

ATTACHMENT 1

Subject: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches and Snow Plows.
Specification Number: 92917
Contract Number: 25053
Requisition Number: 94893
Re: 2014 Price Adjustment

Number	Description	Current Price	2.17% Increase	New Price
1	TRUCKS, CAB / CHASSIS - 6 X 4 DIESEL POWERED CONVENTIONAL CAB / CHASSIS	\$90,429.03	\$1960.13	\$92,389.16
2	TRUCKS, CAB / CHASSIS - OPTION, STEEL DUMP BODY	\$19,191.40	\$415.99	\$19,607.39
3	TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY	\$24,406.45	\$529.03	\$24,935.48
4	TRUCKS, CAB / CHASSIS - OPTION, PTO DRIVEN HYDRAULIC SYSTEM	\$4,792.63	\$103.89	\$4,896.52
5	TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY WITH CONVEYOR, SPINNER AND PREWET TANKS	\$36,296.77	\$786.77	\$37,083.54
6	TRUCKS, CAB / CHASSIS - OPTION, PLOW FRAME, HITCH AND CRANKSHAFT DRIVEN HYDRAULIC SYSTEM WITH ELECTRONIC CONTROLLER	\$25,762.37	\$558.42	\$26,320.79
7	TRUCKS, CAB / CHASSIS - OPTION, MAINTENANCE SOFTWARE PACKAGE	\$573.66	\$12.43	\$586.09
8	TRUCKS, CAB / CHASSIS - OPTION, LAPTOP COMPUTER, COMPATIBLE WITH MAINTENANCE SOFTWARE	\$677.96	\$14.69	\$692.65
9	TRUCKS, CAB / CHASSIS - OPTION, FIXED ANGLE SNOW PLOW	\$5,997.31	\$130.00	\$6,127.31
10	TRUCKS, CAB / CHASSIS - OPTION, REVERSIBLE SNOW PLOW	\$6,831.72	\$148.08	\$6,979.80
11	TRUCKS, CAB / CHASSIS - OPTION, HYBRID ELECTRIC DRIVE SYSTEM	\$111,602.15	\$2,419.08	\$114,021.23
12	TRUCKS, CAB / CHASSIS - OPTION, AUXILIARY HEATER SYSTEM	\$4,823.92	\$104.57	\$4,928.49

City of Chicago
Catalog RFQ - No Group Lines

Line No	Line Type	Matr	Category	Commodity Desc.	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Goods	0705442100	07054	TRUCKS, CAB / CHASSIS - 6 X 4 DIESEL POWERED CONVENTIONAL CAB / CHASSIS	Each	200	\$ 86,700.00	(N/A)	\$ 17,340,000.00	(N/A)	
2	Goods	0705442570	07054	TRUCKS, CAB / CHASSIS - OPTION, STEEL DUMP BODY	Each	50	\$ 18,400.00	(N/A)	\$ 920,000.00	(N/A)	
3	Goods	0705442560	07054	TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY	Each	50	\$ 23,400.00	(N/A)	\$ 1,170,000.00	(N/A)	
4	Goods	0705442520	07054	TRUCKS, CAB / CHASSIS - OPTION, PTO DRIVEN HYDRAULIC SYSTEM	Each	50	\$ 4,595.00	(N/A)	\$ 229,750.00	(N/A)	
5	Goods	0705442562	07054	TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY WITH CONVEYOR, SPINNER AND PREMEX TANKS	Each	100	\$ 34,800.00	(N/A)	\$ 3,480,000.00	(N/A)	
6	Goods	0705442500	07054	TRUCKS, CAB / CHASSIS - OPTION, PLOW FRAME, HITCH AND CRANKSHAFT-DRIVEN HYDRAULIC SYSTEM WITH ELECTRONIC CONTROLLER	Each	150	\$ 24,700.00	(N/A)	\$ 3,705,000.00	(N/A)	
7	Goods	0705442460	07054	TRUCKS, CAB / CHASSIS - OPTION, MAINTENANCE SOFTWARE PACKAGE	Each	12	\$ 550.00	(N/A)	\$ 6,600.00	(N/A)	
8	Goods	0705442460	07054	TRUCKS, CAB / CHASSIS - OPTION, LAPTOP COMPUTER, COMPATIBLE WITH MAINTENANCE SOFTWARE	Each	12	\$ 650.00	(N/A)	\$ 7,800.00	(N/A)	
9	Goods	0705442440	07054	TRUCKS, CAB / CHASSIS - OPTION, FIXED ANGLE SNOW PLOW	Each	100	\$ 5,750.00	(N/A)	\$ 575,000.00	(N/A)	
10	Goods	0705442550	07054	TRUCKS, CAB / CHASSIS - OPTION, REVERSIBLE SNOW PLOW	Each	50	\$ 6,550.00	(N/A)	\$ 327,500.00	(N/A)	
11	Goods	0705442460	07054	TRUCKS, CAB / CHASSIS - OPTION, HYBRID ELECTRIC DRIVE SYSTEM	Each	40	\$ 107,000.00	(N/A)	\$ 4,280,000.00	(N/A)	
12	Goods	0705442400	07054	TRUCKS, CAB / CHASSIS - OPTION, AUXILIARY HEATER SYSTEM	Each	40	\$ 4625.00	(N/A)	\$ 185,000.00	(N/A)	
13	Catalog Line	06099.82	06099.82	PARTS, 6 X 4 DIESEL-POWERED CONVENTIONAL CAB / CHASSIS, MARK UP OVER COST (MUST NOT EXCEED 7%)	Mark Up	\$ 4000000	(N/A)	7%	\$ 4,280,000.00	(N/A)	
14	Work Services	9284757300	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTORS SHOP, REGULAR BUSINESS HOURS	Hour	40000	\$ 112.00	(N/A)	\$ 4,480,000.00	(N/A)	

City of Chicago
Catalog RFQ - No Group Lines

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
15	Work Services	9284757301	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTORS SHOP, NON-REGULAR BUSINESS HOURS	Hour	2000	\$ 112.00	(N/A)	\$ 224,000.00	(N/A)	
18	Work Services	9689093105	96890	VEHICLE TOWING - DRIVE, TOW OR TRANSPORT VEHICLES OR EQUIPMENT BETWEEN CITY FACILITY AND CONTRACTORS SHOP (EACHWAY)	Each	800	\$ 150.00	(N/A)	\$ 120,000.00	(N/A)	
Total Price \$ 41,330,650.00											

7. BID DATA PAGES

Bidder is to complete the appropriate information for the 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".

7.1. PERSON TO CONTACT REGARDING THIS BID

NAME: Fred Seng PHONE: 847 671 7100 x 210
 TITLE: G.S.M. FAX: 847 671 0180
 COMPANY: Transchicago Truck E-MAIL: fredseng@newford
 ADDRESS: 776 N. York Rd Trucks, Co.
Elmhurst IL 60126

7.2. MAKES AND MODELS PROPOSED:

2012 Freightliner M2106V w/ Monroe +
Coy Steel Bodies, Force hydraulics +
Monroe or Henderson Pumps & Hitches

7.3. MANUFACTURER, MANUFACTURER'S DISTRIBUTOR/SERVICE REPRESENTATIVE

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: <input checked="" type="checkbox"/>
MANUFACTURER'S 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: _____

* If an exclusive or authorized manufacturer's distributor, manufacturer's service representative, or manufacturer's authorized service representative; bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, with the bid.

7.4. LICENSED NEW VEHICLE DEALER

INDICATE IF YOU ARE:

LICENSED NEW VEHICLE DEALER ** YES: NO: _____

** If a licensed new vehicle dealer, bidder is to provide a copy of their current Registration for Authority to Deal in Vehicles, as issued by the Illinois Secretary of State, with the bid.

7.5. WARRANTY

At a minimum, the specified unit(s) and all mounted/furnished equipment must be warranted against defective design, material or workmanship to the full extent of the respective Original Equipment Manufacturer's standard published warranty.



Freightliner Trucks Product Addendum to Freightliner Trucks Dealer Sales and Service Agreement

Patson Inc., dba TransChicago Truck Group

Dealer

Elmhurst
City

IL
State

Pursuant to Paragraphs I(A) and IX(B) of the Freightliner Trucks Dealer Sales and Service Agreement, COMPANY hereby grants to DEALER the nonexclusive right to buy and resell the following Freightliner Trucks Products which are indicated with an 'X' as marketed by COMPANY:

- CENTURY CLASS S/T MODELS as listed in the current Century Class S/T Data Book
- ARGOSY MODELS as listed in the current Century Data Book
- COLUMBIA MODELS as listed in the current Columbia Data Book
- CONDOR MODEL as listed in the current Condor Data Book
- CORONADO MODEL as listed in the current Coronado Data Book
- HEAVY DUTY MODELS Classic, Classic XL, FLD 112SD AND FLD 120SD as listed in the current Freightliner Data Book:
- BUSINESS CLASS M2 MODEL M106 as listed in the current Freightliner Data Book:
- BUSINESS CLASS MODELS FL50, FL60, FL70, FL80 and FL112 as listed in the current Freightliner Data Book:
- CARGO MODELS FC70 and FC80as listed in the current Cargo Data Book:
- SPORTCHASSIS as listed in the current SportChassis Data Book:
- FREIGHTLINER CUSTOM CHASSIS MODELS MT35, MT45, MT55 and FS-65 (excluding bus applications) as listed in the current Freightliner Custom Chassis Corporation Data Book:

This Freightliner Trucks Product Addendum shall remain in effect unless canceled or until superseded by a new Freightliner Trucks Product Addendum furnished to DEALER by COMPANY. This Freightliner Vehicle Addendum cancels and supersedes any previous Freightliner Trucks Vehicle Addendum furnished by COMPANY.

Dated: 5/27/04

FREIGHTLINER LLC

By: [Signature]
Signature of Authorized Person

Title: General Manager Dealer Operations

CERTIFICATE OF AUTHORITY

Jesse White

DEALER DL2597

Secretary of State

VOID AFTER DECEMBER 31, 2011

DRS 8400002292

State of Illinois

CORPORATION

CAYCE, P.D.
CAYCE, P.H.
VINE, RAYMOND, A.

DBA-TRANS CHICAGO TRUCK GROUP

776 N YORK RD
ELMHURST IL 60126

Type of Vehicles Dealt in STERLING TRUCK, FREIGHTLINER, WESTERN STAR

Principal Place of Business 4000 N MANNHEIM RD, FRANKLIN PARK IL 60131

Supplemental Certificate Numbers 001-002

Now, therefore, I, Jesse White, Secretary of State of the State of Illinois, do hereby license the aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st day of December, 2011 unless this license is revoked before the date as provided.

WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 15TH DAY OF APRIL, 2011



Jesse White
Secretary of State

RECEIVED THE SECRETARY OF THE ARMY

1941 FEB 11 10 30 AM
THE SECRETARY OF THE ARMY
WASHINGTON, D. C.

1941 FEB 11 10 30 AM

1941 FEB 11 10 30 AM

1941 FEB 11 10 30 AM

The bidder will indicate, below, the length of warranty coverage offered for each item and/or components furnished under this specification. In the event of conflict between the warranty information specified by the Contractor and the respective Original Equipment Manufacturers standard warranty, the warranties deemed most advantageous to the City will control.

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

Component/Feature	Minimum Acceptable Coverage	Proposed Coverage
Complete base unit	Full 3 years/36,000 miles parts & labor	3 yr / 36k P+L
Engine	Full 5 years/60,000 miles parts & labor	5 yr / 60k P+L
Drivetrain	Full 5 years/60,000 miles parts & labor	5 yr / 60k P+L
Frame	Full 3 years/36,000 miles parts & labor	3 yr / 36k P+L
Suspension	Full 3 years/36,000 miles parts & labor	3 yr / 36k P+L
Rust-through	Full 5 years/60,000 miles parts & labor	5 yr / 60k P+L
Accessories	Full 1 year parts & labor	1 yr / P+L
Other	Full 1 year parts and labor	1 yr / P+L

All of the above is included.

7.6. TRAINING OFFERED:

Complete

7.7. LOCATION OF REPAIR AND MAINTENANCE SHOP(S)

776 N. York Rd
Elmhurst IL 60121

7.8. REFERENCES:

Bidder must be in the business of providing the specified goods and services and demonstrate sufficient capacity to furnish the specified goods and services as specified herein. Therefore, upon request of the Chief Procurement Officer or authorized representative, the Bidder, must submit a listing of previous and current contracts similar in size and scope as the required services. At a minimum, the list must include the following information:

1. COMPANY: _____
ADDRESS: _____
CONTACT: _____
CONTACT PHONE () _____
DESCRIPTION OF WORK: _____

DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

2. COMPANY: _____
ADDRESS: _____
CONTACT: _____
CONTACT PHONE () _____
DESCRIPTION OF WORK: _____

DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

3. COMPANY: _____
ADDRESS: _____
CONTACT: _____
CONTACT PHONE () _____
DESCRIPTION OF WORK: _____

DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

4. COMPANY: _____
ADDRESS: _____
CONTACT: _____
CONTACT PHONE () _____
DESCRIPTION OF WORK: _____

DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

5. COMPANY:

ADDRESS:

CONTACT:

CONTACT PHONE

()

DESCRIPTION OF WORK:

DATE(S) WORK PERFORMED:

DOLLAR VALUE OF WORK: \$

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning bidder's record of past performance.

The Bidder's failure to furnish the above information, upon request, will result in the disqualification of the Bidder.

7.9. COMMENTS, IF ANY, TO PROVISION(S) OF THE GENERAL CONDITIONS:

Section No.: Description:

Section No.: Description:

7.10. COMMENTS, IF ANY, TO PROVISION(S) OF THE SPECIAL CONDITIONS:

Section No.: Description:

Section No.: Description:

7.11. COMMENTS, IF ANY, TO PROVISION(S) OF THE DETAILED SPECIFICATIONS:

Section No.: _____ Description: _____

Section No.: _____ Description: _____

7.12. WARRANTY

At a minimum, the specified unit(s) and all mounted/furnished equipment must be warranted against defective design, material or workmanship to the full extent of the respective Original Equipment Manufacturer's standard published warranty.

The bidder will indicate, below, the length of warranty coverage offered for each item and/or components furnished under this specification. In the event of conflict between the warranty information specified by the Contractor and the respective Original Equipment Manufacturers standard warranty, the warranties deemed most advantageous to the City will control.

Component/Feature	Minimum Acceptable Coverage	Proposed Coverage
Complete Unit:	Full 1 year parts & labor	<u>3 yr / 36,000 P+L</u>
Engine:	Full 3 years/36,000 miles parts & labor	<u>5 yr ~ 160,000 P+L</u>
Drivetrain:	Full 3 years/36,000 miles parts & labor	<u>5 yr ~ 160,000 P+L</u>
Frame:	Full 3 years/36,000 miles parts & labor	<u>3 yr ~ 136,000 P+L</u>
Suspension:	Full 3 years/36,000 miles parts & labor	<u>3 yr ~ 136,000 P+L</u>
Chassis Rust-through:	Full 5 years/60,000 miles parts & labor	<u>5 yr ~ 160,000 P+L</u>
Body	Full 1 year parts & labor	<u>1 yr 1 P+L</u>

7.13. FRAME

GENERAL:

- A) SIDERAIL TYPE
- B) SIDERAIL SECTION
- C) REINFORCEMENT TYPE
- D) REINFORCEMENT SECTION

C Channel
11/32 X 3 1/2 X 10 1/16

 _____ X _____ X _____

RATINGS:

- A) SECTION MODULUS
- B) YIELD STRENGTH (PSI)
- C) RBM

16.98

120

2037600

7.14. ENGINE

GENERAL:

- A) MAKE
- B) MODEL
- C) CYLINDERS
- D) DISPLACEMENT (CID / L)
- E) ASPIRATION TYPE

Cummins
 TSC
 6
 8.3L
 Turbo

RATINGS (MFG'S. PUBLISHED):

- A) MAX SAE GROSS HP
- B) MAX SAE NET HP
- C) MAX SAE GROSS TORQUE
- D) MAX SAE NET TORQUE
- E) GOVERNED SPEED

300 @ 2000 RPM
 @ _____ RPM
 860 @ 1300 RPM
 @ _____ RPM
 @ _____ RPM

FILTRATION:

- A) AIR FILTER TYPE Danahuson
- B) FUEL FILTER QTY/TYP
- C) OIL FILTER TYPE / CAPACITY
- D) BYPASS FILTER TYPE

W/RESTRICTION GAGE? Y
 (1) Cummins (1) Alliance F/W sep
 2 gals

COOLING:

- A) SYSTEM CAPACITY (GAL)
- B) RADIATOR FRONTAL AREA (in²)
- C) RADIATOR FINS/INCH

13
 1200 sq. in
 15

EXHAUST (Check One):

- A) HORIZONTAL
- B) VERTICAL, SHIELDED
- C) VERTICAL, UNSHIELDED

muffler
 exhaust

7.15. TRANSMISSION

GENERAL:

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

Allison
 5 or 6
 860
 310

RATIOS:

1ST GEAR 4.59 :1
 2ND GEAR 2.25 :1
 3RD GEAR 1.54 :1
 4TH GEAR 1.00 :1
 5TH GEAR .75 :1
 6TH GEAR .65 :1
 7TH GEAR _____ :1
 REVERSE _____ :1

7.16. CLUTCH

GENERAL:

- A) MAKE
- B) MODEL
- C) SIZE
- D) DISC MATERIAL
- E) NO. OF PLATES

NA

F) PUSH OR PULL TYPE?

7.17. AXLES

GENERAL (FRONT):

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

Meritor
 MFJ-14-143A
 14,700
 (IF APPLICABLE)
 N/A (IF APPLICABLE)
 (IF APPLICABLE)

GENERAL (REAR):

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

Meritor
 40,000
 (IF APPLICABLE)
 6.43 (IF APPLICABLE)
 36L (IF APPLICABLE)

7.18. 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 16.5x5" Drum
 Meritor 16.5x7" Drum
 Commins
 18.7
 BW-AD-IP

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

Halder
 Longfront
 30/20

7.19. SPRINGS/SUSPENSION

GENERAL (FRONT):

- A) SPRING TYPE
- B) SPRING CAPACITY RATING

Flat Leaf
 @ GROUND 8000 P/SPRING

GENERAL (REAR):

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

Handrickson
 Haulmax
 Leaf
 @ GROUND 20,000 P/SPRING
 @ PAD N P/SPRING

7.20. TIRES/WHEELS

WHEELS (FRONT):

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

Hayes Lemmerz
Steel Disc
10,000

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
12R22.5-16
G288
482
7390 @ 120 PSI

WHEELS (REAR):

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

Hayes Lemmerz
Steel Disc 90041
7400 ea.

RIMS (REAR):

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

N/A

TIRES (REAR):

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

GOODYEAR
G388
11R22.5 14
773
6175 @ 105 PSI

7.21. ELECTRICAL

BATTERIES:

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

Alliance
1031
3
12V
2280
121

ALTERNATOR:

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

Delco Rem V
28-85
160
45

STARTER:

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

Delco
39MF
12V

CIRCUIT PROTECTION: (CHECK ONE)

- A) REPLACEABLE FUSES
- B) CIRCUIT BREAKERS

Both

SYSTEM POLARITY: (CHECK ONE)

- A) POSITIVE
- B) NEGATIVE

✓

7.22. EQUIPMENT/ACCESSORIES

BLOCK HEATER:

- A) MAKE/MODEL
- B) WATTS

Phillips Terra
1000w

ENGINE SHUT-DOWN SYSTEM:

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

Common rail
4

FRAME EXTENSION:

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

Integral
Same as 40
As Frame

FUEL TANK(S):

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

1
70
LH
CAP

GAUGES:

- A) LIST ALL GAUGES PROVIDED

Per spec

HEATER/PROTECTION:

- A) BTU RATING

35000

HOOD/FENDERS:

- A) HOOD CONFIGURATION
- B) HOOD MATERIAL
- C) FENDER MATERIAL
- D) BUTTERFLY/ACCESS HATCHES

Conv.

Fiber

(Y/N)

N

HOURMETER (ENGINE):

- A) MAKE/MODEL
- B) ELECTRIC OR OIL PRESSURE ACTUATED?

Freightliner/Integral
Oil

MIRRORS:

- A) TYPE
- B) SIZE
- C) QUANTITY
- D) HEATED

Western Coast
16.5" x 7"

2

(Y/N)

Y

POWER TAKE-OFF:

- A) MAKE/MODEL
- B) HP OF OUTPUT SHAFT @1,000 RPM
- C) RIGHT OR LEFT MOUNT?
- D) RATIO

Chelsea 2726 FTA - B512
57
2
10370

SEATING:

FRONT:

- A) CAPACITY
- B) BENCH OR BUCKETS?
- C) DRIVER'S SEAT MAKE

2
Buckley
NATIONAL

REAR:

- A) CAPACITY
- B) BENCH OR BUCKETS?

N/A

SHOCK ABSORBERS:

- A) FRONT (Y/N)? Y
- B) MAKE
- C) PISTON DIAMETER
- D) SINGLE OR DOUBLE ACTING?

REAR (Y/N)? N
FATUNE
1.38"
DOUBLE

SHUTTERS:

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

N/A

STARTING AID:

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

GMID HEATER
KEY
IGNITION

STEERING:

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

14700
POWER
18.1

7.23. BODY AND MOUNTED EQUIPMENT

BODY:

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

<u>S.S. RDS</u>	<u>S.S. STD</u>
<u>MATERIAL RDS</u>	<u>CRYS STEEL</u>
<u>174K96</u>	<u>174K96</u>
<u>11 cu yd</u>	<u>11 cu. yd</u>
<u>6360</u>	<u>3950</u>
<u>201 SS</u>	<u>201 SS</u>
<u>Y</u>	<u>Y</u>

7.24. PERFORMANCE DATA

MAXIMUM GEARED SPEED =

65

GRADEABILITY =

32.4

7.25. WEIGHT DISTRIBUTION

	FRONT	REAR	TOTAL
A) CAB/CHASSIS	7477	6821	14298
B) DRIVER	175	25	200
C) FUEL	300	168	468
D) BODY	836	3767	4603
E) _____	_____	_____	_____
F) _____	_____	_____	_____
G) _____	_____	_____	_____
H) _____	_____	_____	_____
I) SUB-TOTALS	9878	10778	20656
J) PAYLOAD (MAX.)	5297	29347	34644
K) TOTALS	14175	39825	54000

8. 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? 85

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: *P. Douglas Cayer*

Printed Name: P. Douglas Cayer

Title: President

County of DuPage

State of IL

Acknowledged under oath on (date) 5/23/11

Before me by P. Douglas Cayer

As (title) President

of (firm) Trans Chicago Truck Group

Notary Public Signature: *Janette M. Ciaccio*

(Seal)

Commission _____

Expires: 2/2/13



9. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

9.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Proposer must prepare an online EDS prior to the bid opening date.

A PROPOSER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- Filing an "EDS Information Update" does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
- Filing an EDS in a hard copy or paper copy form does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
- Filing an EDS for another mater (different bid, contract, etc.) does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.

When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

9.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

9.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: 22358

9.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

(2)

CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 22358

Certificate Printed on: 05/20/2011

Date of This Filing: 05/20/2011 05:40 PM

Original Filing Date: 05/20/2011 05:40 PM

Disclosing Party: Patson Inc., dba Northwest
Ford and TransChicago Truck Group

Title: Sales Manager

Filed by: Mr. Fred M Seng

Matter: 6x4 diesel powered conventional ab
chassis with dump bodies

Applicant: Patson Inc., dba Northwest Ford and
TransChicago Truck Group

Specification #: 92917

Contract #:

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

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

9.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

- _____ 1. Invitation number, if you were provided an invitation number.
- _____ 2. EDS document from previous years, if available.
- _____ 3. Email address to correspond with the Online EDS system.
- _____ 4. Company Information:
 - _____ a. Legal Name
 - _____ b. FEIN/SSN
 - _____ c. City of Chicago Vendor Number, if available.
 - _____ d. Address and phone number information that you would like to appear on your EDS documents.
 - _____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

9.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online. Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees - Estimated or paid

9.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

10. CITY OF CHICAGO TRAVEL GUIDELINES

1. The City of Chicago Travel Guidelines are issued by:

City of Chicago
Office of Budget and Management
City Hall, Room 604
121 North LaSalle
Chicago, Illinois 60602
Effective April 2008

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

This policy:

- Is not intended to cover routine local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out of town travel or travel to Chicago from another city.
- Applies to all City departments, employees and contractors regardless of funding sources (i.e. grants).
- Requires that all employees secure the most economical means of travel, including cost, travel time and work requirements.
- Will be strictly enforced. Any deviation from these guidelines must be justified in writing and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical travel arrangements available at that time.

For purposes of this policy, the Chicago metropolitan area is defined as Cook, DuPage, Will, Lake and McHenry counties

2. General Approval

a. General Requirements

The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony
- As a stipulation or condition of grant funding or otherwise required for state or federal certification
- Presentation on behalf of the City at a conference or seminar
- Financial or tax audit
- Site visits or operational evaluations related to departmental improvement efforts
- Court proceedings or case preparation
- Attendance at conferences, meetings, seminars or training sessions for which:
 - o the topic is of critical interest to the City;
 - o representation at the event is in the best interest of the City, and
 - o the topic is related to an employee's professional development.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

b. Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees from any one department unless otherwise approved by OBM. City of Chicago

c. Travel Approval Procedure

- All travel arrangements are to be secured through the City's designated travel management agency—Corporate Travel Management Group (CTMG).
- All travel outside the Chicago metropolitan area requires approval from OBM.
- Complete original Travel Request Form and support documentation must be approved by the appropriate department head and submitted to OBM no later than seven (7) business days prior to the date of travel.
- In emergency situations in which there are fewer than seven (7) business days prior to a proposed trip, the Travel Request Form may be faxed to the requesting department's budget analyst at (312) 744-3618.
- The City is not obligated to reimburse employees for travel expenses which were not previously approved by OBM.
- A Travel Expense Report must be accurately and clearly completed and submitted with all receipts in order to obtain reimbursement for travel expenses.
- If there is a disputed reimbursement, a representative from the Comptroller's Office will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an

explanation and instructions to resolve the outstanding amount.

- All expenses incurred while traveling will be charged to Account 0245.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

d. **Travel Outside the Continental United States**

- All requests for City travel outside the continental U.S. must be submitted to OBM fourteen (14) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

3. **Reimbursable Travel Expenses**

a. **Business Related Expenses**

- Business-related expenses incurred while on City business may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
 - Photocopying
 - Sending or receiving faxes
 - Express mail services
 - Internet connections
- Original receipts must be provided for reimbursement.

b. **Transportation**

• **City-owned Vehicles**

- Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not the standard "per mile" reimbursement.
- Original receipts must be provided for all expenses.
- Travel in a City-owned vehicle outside the Chicago metropolitan area (see p. 7) requires prior approval from OBM.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
- Refer to the City of Chicago vehicle policy for other rules and regulations regarding the use of City-owned vehicles.

• **Personal Vehicles**

- Employees may use personal vehicles for business travel within a 300-mile radius of Chicago.
- Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance or applicable collective bargaining agreement, but in no event will the reimbursement exceed the cost of coach airfare.
- "Per mile" reimbursement includes the cost of gas, oil and general maintenance.
- Parking and toll expenses will be reimbursed separately with original receipts.
- Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.

• **Car Rental**

- Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other mode of transportation impractical.
- Car rental will not be approved for travel within the Chicago metropolitan area. City pool cars or I-Go cars should be reserved for such travel.
- The compact car rental rate will be reimbursed unless the need for a larger car can be justified.
- Daily rental rates, taxes, surcharges, gas, car rental insurance and oil expenses are considered reimbursable items.
- Only one car rental will be allowed per trip.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Original receipts are required for reimbursement.

• **Common Carrier (Air, Train, Bus)**

- To take advantage of any available discount fares, all reservations and ticket purchases should be made as far in advance as possible.
- First-class travel is prohibited.
- Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
- Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
- The lowest priced airfare often requires a Saturday night stay. The City of Chicago Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary in order to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between the airfares exceeds the cost of lodging for each extra day added together. For example, if the difference between airfares is \$500 and lodging for that Saturday and Sunday totals \$300, employees have the option of the Saturday night stay. The following

applies when a traveler has opted for a Saturday night stay, but is not conducting City businesses on Saturday or Sunday:

- o Supporting documentation comparing airfares is needed to approve Saturday night stay options.
 - o Cost of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
 - o Meals (per diem) are reimbursable at the appropriate rate.
- **Ground Transportation (Taxis, Public Transportation, Limousine Service)**
 - o Transportation to and from the airport is included in the ground transportation amount in the reimbursement rate.
 - o Public transportation is encouraged.
 - o Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form
 - o Ground transportation expenses are reimbursable with original receipts at the discretion of the department head.
 - o Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
 - o Gratuity for ground transportation is the sole responsibility of the traveler.
 - o Original receipts are required for reimbursement.
- c. **Laundry**
- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
 - Original receipts are required for reimbursement.
- d. **Lodging**
- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" (page 14) section of this policy, exclusive of applicable taxes.
 - The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and only if approved by OBM.
 - Employees may stay at higher priced hotels, but they will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
 - Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.
 - All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
 - Original receipts are required for reimbursement.
- e. **Meals**
- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
 - If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals
 - If travel is conducted within the Chicago metropolitan area, meals will be reimbursed at the discretion of the department head and with prior approval from OBM
 - Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area.
- f. **Telephone Calls**
- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
 - Employees are allowed up to twenty (20) minutes (no more than \$5.00) for reimbursable personal phone calls per day while traveling on City business.
 - Business calls may be reimbursed at the discretion of the department head with a maximum reimbursement of \$10 per day.
 - When possible, employees should avoid hotel surcharges by using cell phones or phones outside the hotel room for personal and business calls.
 - Original receipts are required for reimbursement.
- g. **Additional Expenses**
- Original receipts are required to claim reimbursement for incidental expenses not listed above.
 - Reimbursement for incidental expenses will be approved at the discretion of the department head.
 - Employees are entitled to a daily per diem allowance, as outlined in the "Rates" (see p. 14) section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
 - If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.
 - If travel is conducted within the Chicago metropolitan area (page 7), meals will be reimbursed at the discretion of the department head and with prior approval from OBM.
 - Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area (page 7).
- h. **Travel Expense Advances**
- Cash advances are not allowed.

- i. **Conference Registration Fees -**
 - Registration fees may be charged to the department's education and professional development accounts (Account 0169) at the discretion of the department head.
 - Meals included in conference registration fees will be charged to Account 0169.
 - Every effort should be made to take advantage of early registration discounts.

- j. **Travel by City of Chicago Consultants or Contractors**
 - Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
 - Travel by non-employees at the invitation of the City (i.e. candidates for employment, speakers) must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
 - Reimbursement for non-employees will be for actual expenses incurred not any flat per diem.
 - Travel by City employees to consultant's location prior to approved contract is prohibited.

- k. **Non-Reimbursable Travel Expenses**

Non-reimbursable expenses include, but are not limited to, the following:

 - Additional charges for room upgrades or special "club" floors.
 - Alcoholic beverages
 - Coat check services
 - Entertainment, including but not limited to in-room movies
 - Late check-out and guarantee charges
 - Parking or moving violation tickets
 - Personal services (i.e. barber, shoe shine, health club, massage)
 - Spousal expenses
 - Toiletries
 - Travel accident insurance
 - Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

4. **Travel Reimbursement Rates**

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II, III and IV are not all inclusive. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

10.1. TRAVEL REIMBURSEMENT RATES

	Group I Cities	Group II Cities	Group III Cities	Group IV Cities
	Boston, MA New York City and metro areas Los Angeles, CA Miami, FL San Francisco, CA Washington, DC and metro areas	Atlanta, GA Chicago, IL Houston, TX Philadelphia, PA San Jose, CA	Baltimore, MD Cleveland, OH Cincinnati, OH Columbus, OH Dallas, TX Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Memphis, TN Milwaukee, WI Minneapolis/St Paul, MN Nashville, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Seattle, WA Tampa, FL	Kansas City, MO Louisville, KY Madison, WI Pittsburgh, PA St Louis, MO Springfield, IL**
GROUND TRANSPORTATION Including parking at point of departure	\$55	\$50	\$40	\$30
TRANSPORTATION AIR: BUS: RAIL: PERSONAL CAR*:	Coach Economy Economy \$.0585/mile	Coach Economy Economy \$.0585/mile	Coach Economy Economy \$.0585/mile	Coach Economy Economy \$.0585/mile
LODGING Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement.	\$250.00	\$225.00	\$150.00	\$125.00
PER DIEM Including tax and gratuity	\$64	\$59	\$54	\$49

* Mileage reimbursement follows the rate as determined by the Internal Revenue Service, 2008 rate is listed.
 ** When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group III.

11. PROPOSAL EXECUTION PAGES

11.1. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. 92917 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/RFO), 5) Proposal Pages, 6) Certifications and 7) Addenda Numbers (none unless indicated here) #1 and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: Patson, Inc. d/b/a TransChicago Truck Group (Print or Type)

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

TITLE OF SIGNATORY: President (Print or Type)

BUSINESS ADDRESS: 276 N. York Rd Elmhurst IL 60121 (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.

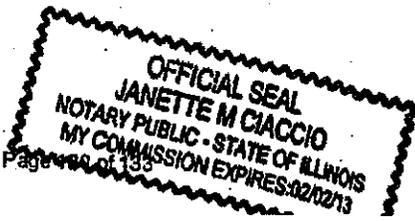
ATTEST: [Signature] Corporate Secretary Signature (Affix Corporate Seal)

State of IL County of DuPage

This instrument was acknowledged before me on this 23 day of May, 2011 by P. Douglas Coyce as President (or other authorized officer) and Dave McCarthy as Secretary of Patson, Inc. (Corporation Name).

Notary Public Signature: [Signature] Commission Expires: 12/2/13

(Seal)



11.2. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. 92917 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 Numbers (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 20____.

Notary Public Signature: _____

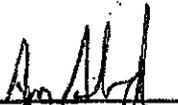
(Seal) Commission Expires: _____

11.4. PROPOSAL ACCEPTANCE BY CITY

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

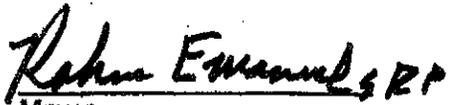
Total Amount of Contract: \$ 41,330,650.00

Funding: {Funding} and various


City Comptroller




Chief Procurement Officer


Mayor

Contract Awarded and Released on this 2nd day of August 2011

FULL TRIP REVERSIBLE ONE-WAY SNOWFOE™ Series

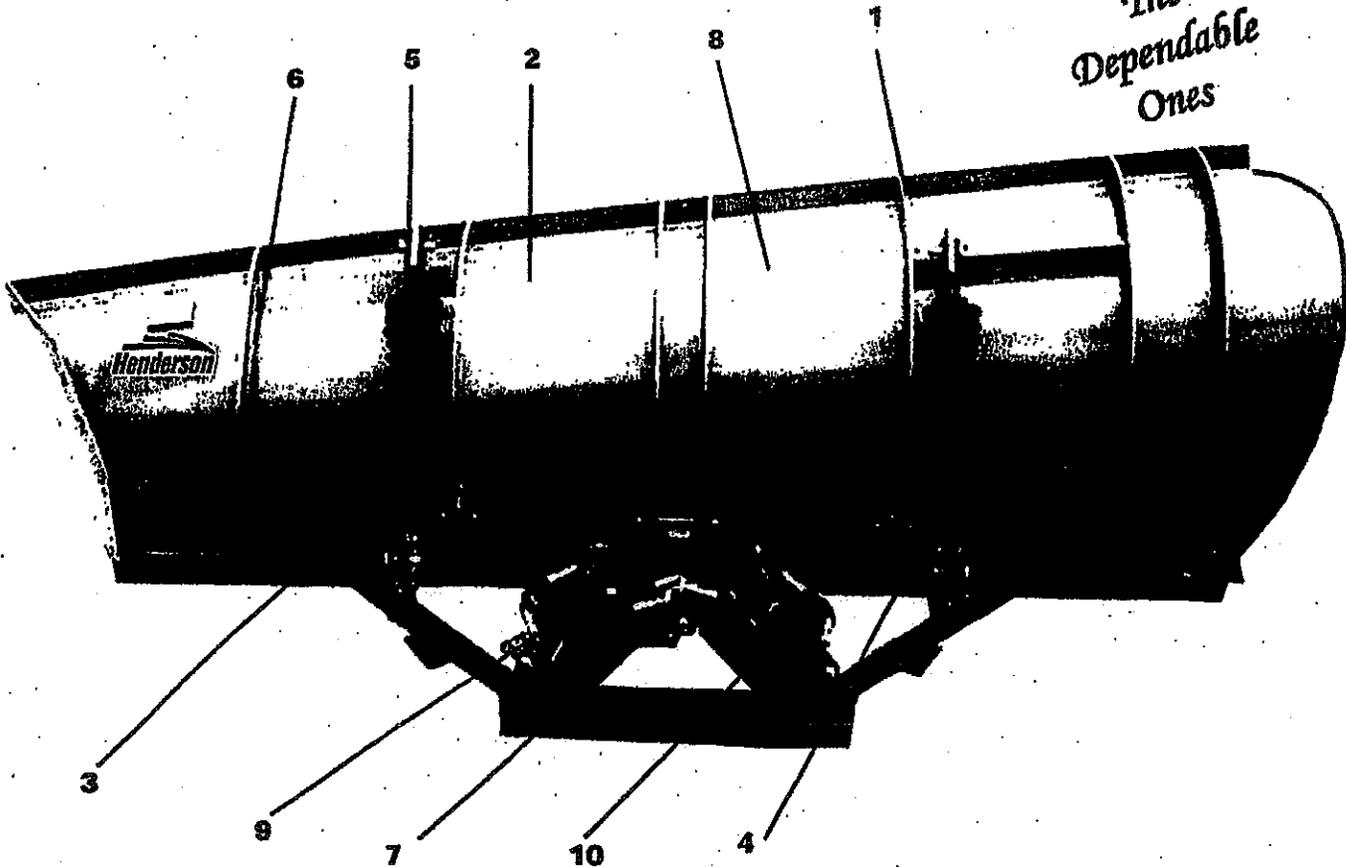
Henderson

Snowplowing capabilities like you only dreamed of are now available with the Henderson SNOWFOE™ Series Full Trip Reversible One-way Plow.

Finally a plow that gives you the versatility of a reversible plow combined with the advantages of a one-way plow. The shape of the one-way moldboard cast the snow further and can be used at higher speeds, while the reversible push frame gives you more

flexibility in the many different plowing situations you may encounter, such as intersections. The Full Trip Reversible One-way plow is just another example of the innovative and affordable features you've come to expect from...

*The
Dependable
Ones*



1 One-piece flame cut 1/2" x 3 1/2" ribs provides strong backing for the moldboard resulting in great rigidity.

2 Rolled formed moldboard is smoother than break-formed for better material flow and is self cleaning.

3 Five moldboard-to-push frame pivot points more evenly distribute push force throughout the entire plow. 1 1/4" bushings are welded through ribs to provide greater pivot pin bearing surface and enhanced durability.

4 Two easily adjustable compression springs have five position settings for variable control of the trip force. (Optional)

5 Three-position attach angle adjustment (5°, 10°, 20° approx.) to meet all snow and ice removal conditions.

6 All parts are continuous welded for rugged use, elimination of corrosion and longer wear.

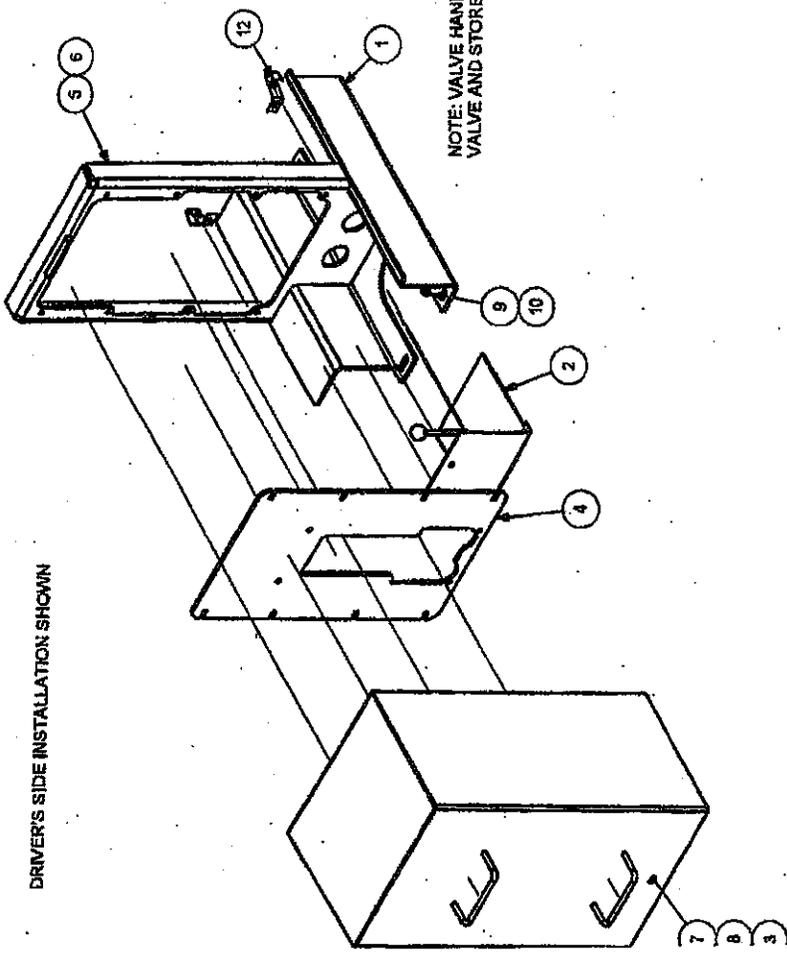
7 Plow-mounted cushion valve is standard.

8 Moldboard is primed with a high quality catalyzed primer and then finished with Highway Orange enamel paint. Push frame assembly and hitch components are powder coat painted black.

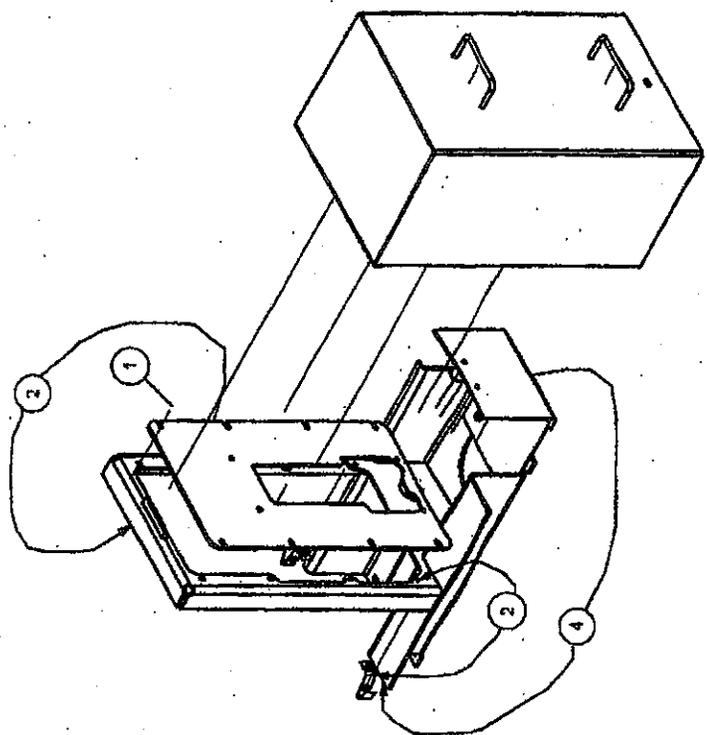
9 Twin reversing cylinders are located above the push frame for protection against road debris. Nitrided cylinder rods for superior corrosion resistance.

10 Twin 3" x 10" hydraulic cylinders are double-acting for heavy duty power reversing.

DRIVER'S SIDE INSTALLATION SHOWN



NOTE: VALVE HANDLE MUST BE REMOVED FROM VALVE AND STORED ON HOLD-DOWN WELDMENT



PASSENGER'S SIDE INSTALLATION
BEHIND THE CAB VALVE ENCLOSURE IS SUPPLIED TO BE INSTALLED ON
DRIVER'S SIDE OF MOUNTING CRADLE. FOR PASSENGER'S SIDE
INSTALLATION, REVISE THE ASSEMBLY PER THE FOLLOWING:

- 1.) REMOVE (6) 3/8" X 1" CAPSCREWS.
- 2.) ROTATE VALVE PLATE, VALVE, AND CLIP TO OPPOSITE SIDE.
- 3.) RE-ATTACH THE (6) 3/8" X 1" MACHINE SCREWS.
- 4.) REMOVE MOUNTING CAPSCREWS FOR HOLD DOWN AND MOVE TO OPPOSITE SIDE

Parts List

ITEM	QTY	PART NO	304SS	DESCRIPTION
1	1	109448	109448.304	MOUNT, W.D.T. BTC VALVE, MUNI
2	1	109449	109449.304	HOLD DOWN, W.D.T. BTC VALVE
3	1	109449	109449.304	COVER, W.D.T. BTC VALVE, MUNI
4	1	109449	109449.304	PLATE, VALVE MTO, BTC, AAFSS
5	8	50335	50007	SCREW, CP, HX, 3/8X1 X 1
6	8	74334	52785	NUT, WRZLK, 3/8NC
7	1	50334	50866	SCREW, CP, HX, 3/8 X 3/4NC
8	1	10938	50794	WASHER, FLAT, 3/8STD
9	2	50340	50844	SCREW, CP, HX, 1/2 X 1NC
10	2	74335	82286	NUT, WRZLK, PLG, 1/2-13NC
11	1	11133	11133.304	HYDRAULIC CONTROL VALVE, AAF
12	2	11133	11133.304	CLIP, VALVE COVER

VALVE SUPPLIED SEPARATELY

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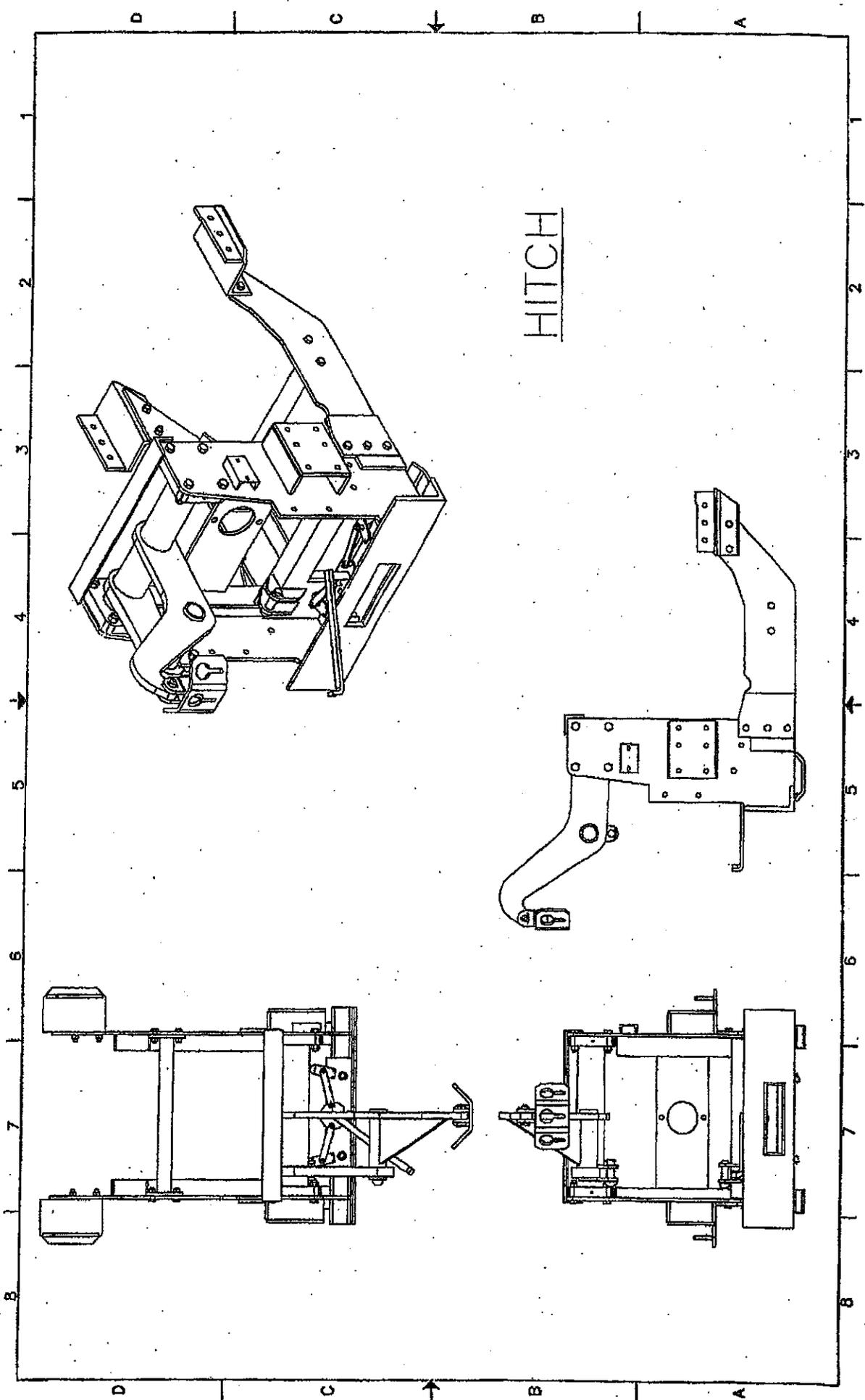
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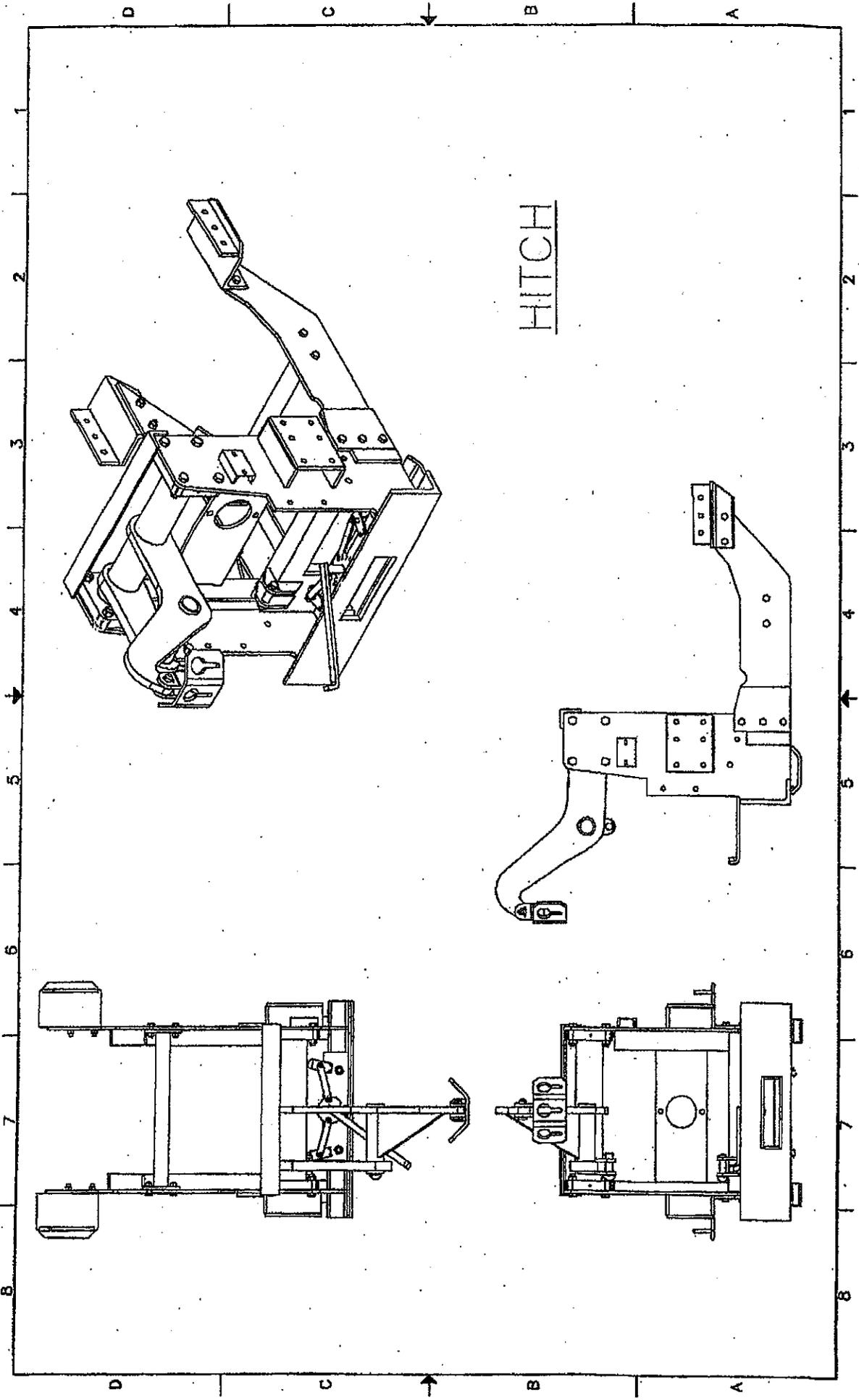
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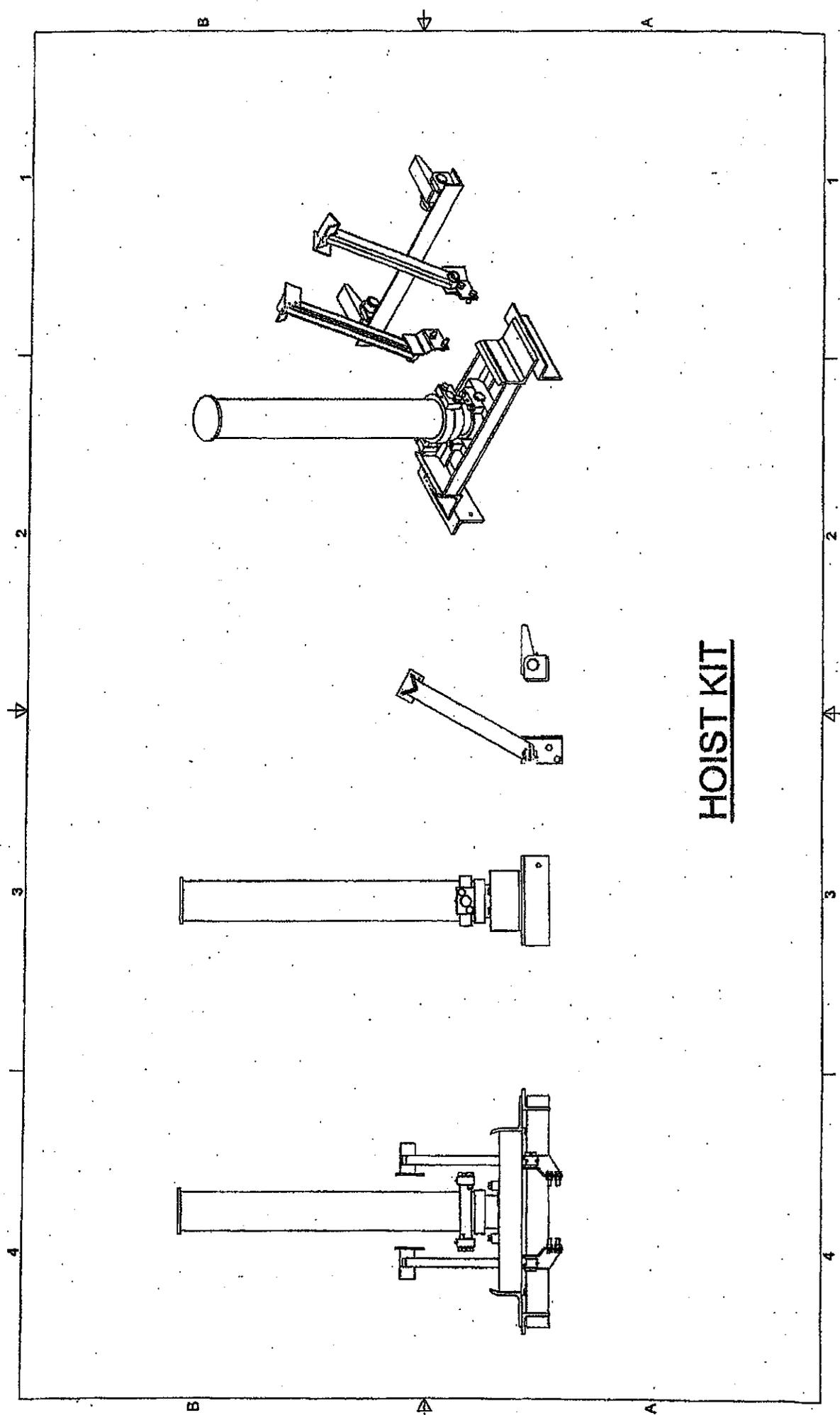
REVISIONS FOR ITEM 11133

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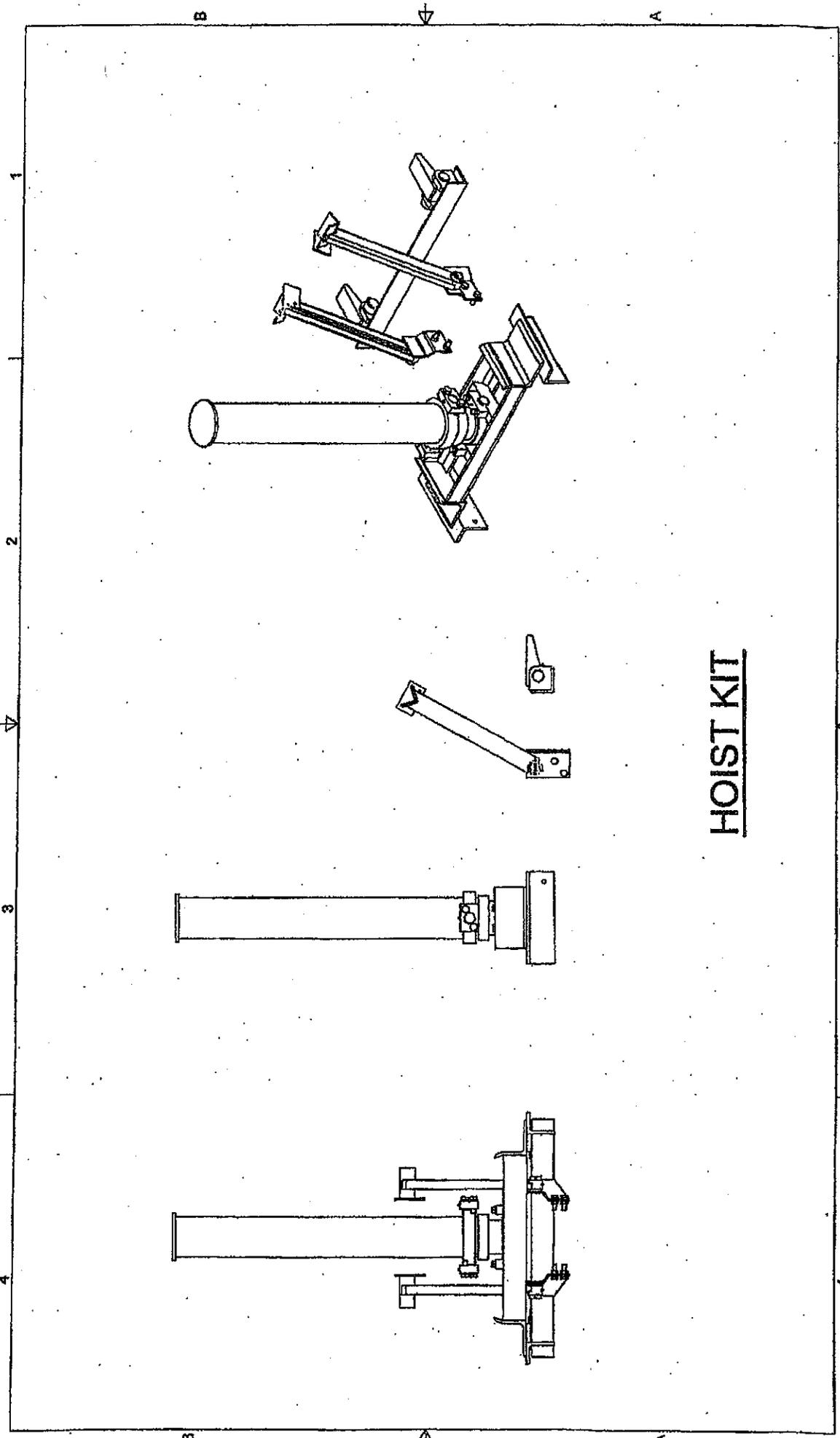


HITCH





HOIST KIT



HOIST KIT

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 _____ DAY OF _____, 20____.

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

1545-14493

OR

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

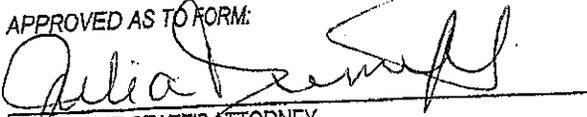
TOTAL AMOUNT OF CONTRACT: \$

1,217,139.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 29 2015