REFERENCE AGREEMENT FOR SUPPLIES

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BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF TRANSPOTATION AND HIGHWAYS

AND

PATSON, INC. D/B/A TRANSCHICAGO TRUCK GROUP

CONTRACT NO. 2521-06200
PURCHASE ORDER NO. 70000381599

City of Chicago: Reference Contract No. 1281271

NON-FEDERALLY FUNDED CONTRACT

PART I
AGREEMENT

THIS CONTRACT is 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. d/b/a TransChicago Truck Group, herein after the "Contractor".

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 ("City of Chicago") solicited a formal Invitation for Bids for Snowplow Trucks, and the Contractor was identified as the lowest responsive and responsible bidder for the supplies; and

WHEREAS, City of Chicago entered into a contract on December 20, 2023 for the provision of supplies by the Contractor for City of Chicago relative to Snowplow Trucks, a copy of the contract is attached hereto as Attachment I for reference purposes only, but the terms of the City of Chicago contract are not made a part of or incorporated into this Contract; and

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

WHEREAS, the County, through the Department of Transportation and Highways desires certain similar supplies of the Contractor; and

WHEREAS, County Offices, Departments, and Agencies may utilize this Contract for specific contracted procurement efforts; and

WHEREAS, the Contractor agrees to provide Snowplow Trucks, incorporated as Exhibit I, Specifications; and

WHEREAS, the Contractor warrants that it is ready, willing and able to deliver these supplies set forth in Exhibit 1, Specifications, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract No.1281271.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT I

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County from **December 19, 2025** through **December 20, 2028.**

III. PAYMENT

In no case shall such charges exceed the amount of $3,500,000.00. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Contractor shall have a subcontracting goal of not less than 0% MBE and 0% WBE of the Contract price for work to be performed.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto, Part II General Terms and Conditions, and is incorporated herein by this reference.

V. INCORPORATION OF EXHIBITS

This Contract incorporates the following Exhibits:

1. EXHIBIT I SCOPE OF WORK
2. EXHIBIT II SCHEDULE OF COMPENSATION
3. EXHIBIT III BOARD APPROVAL LETTER
4. EXHIBIT IV IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
5. EXHIBIT V MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
6. EXHIBIT VI EVIDENCE OF INSURANCE
7. EXHIBIT VII ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")
8. EXHIBIT VIII ECONOMIC DISCLOSURE STATEMENT ("EDS")

VI. ATTACHMENTS

1. ATTACHMENT I CITY OF CHICAGO, CONTRACT NO. 1281271

PART II - General Terms and Conditions

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

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

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. 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.

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.

GC-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 the total cost of all such amendments does not increase the total amount of the Contract by $200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by $200,000 or more, 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;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of the Contract.

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

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves

the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

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

GC-14 DELAYS

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

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation

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

Insurance Requirements of the Contractor

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.
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:
(1) $1,000,000 each Accident
(2) $1,000,000 each Employee
(3) $1,000,000 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 1) Occurrence
(2) Uninsured/Motorists: Per Illinois Requirements

(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, 161 N. Clark Street, Suite 2300, Chicago, Illinois 60601 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.

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	

B. **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 each Contract are stated in Part I.** 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.

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

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**.

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.

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

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.

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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.cookcountyil.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.

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.

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

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the 2)
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

5. 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.

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.

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

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
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety 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
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in the Economic Disclosure Statement 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.

GC-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 County.

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.

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.

   (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(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.

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.

(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:

(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.

(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.

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

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to

the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

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 (40 U.S.C. 3145), 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. 3141-3148)

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. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 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. The requirements of 40 U.S.C. 3704 are 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 $150,000 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.

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

GC-39 CONTRACT INTERPRETATION

In the event there is a conflict between or among any of the documents specified in Section V Incorporation of Exhibits, the terms of the General Conditions shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

1.	EXHIBIT I	SCOPE OF WORK
2.	EXHIBIT II	SCHEDULE OF COMPENSATION
3.	EXHIBIT III	BOARD APPROVAL LETTER
4.	EXHIBIT IV	IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
5.	EXHIBIT V	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
6.	EXHIBIT VI	EVIDENCE OF INSURANCE
7.	EXHIBIT VII	ELECTRONIC PAYABLES PROGRAM (“E-PAYABLES”)
8.	EXHIBIT VIII	ECONOMIC DISCLOSURE STATEMENT (“EDS”)

END OF SECTION

EXHIBIT I

SCOPE OF WORK

SCOPE OF WORK

Patson DBA Transchicago Truck shall furnish and deliver new, current model, 6 X 4 Diesel-Powered Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows as specified, F.O.B., to the Cook County Department of Transportation, in accordance with all the terms and conditions of the City of Chicago Contract No. 1281271.

Patson DBA Transchicago Truck shall also provide parts for the aforementioned trucks, as well as repair services in accordance with the terms in the Scope of Work and Detailed Specifications contained within the City of Chicago Contract No. 1281271.

It is the intent of these specifications to describe new, current model, heavy-duty units.

All specified requirements are minimum requirements unless stated otherwise.

EXHIBIT II

SCHEDULE OF COMPENSATION

Cook County Government - Office of the Chief Procurement Officer

Contract # 2521-06200
Vendor Name: PATSON DBA TRANSCHICAGO TRUCK

Item No.	Description	Commodity Code (UNSPSC)	Unit of Measure	Item	Unit Price
1	TRUCKS, CAB / CHASSIS, 6 X 4 DIESEL POWERED CONVENTIONAL CAB / CHASSIS	25101600	Each	705442100	$ 169,921.00
2	TRUCKS, CAB/CHASSIS - OPTION, STEEL DUMP BODY	25101600	Each	705442570	$ 28,677.00
3	TRUCKS, CAB/ CHASSIS - OPTION, STAINLESS STEEL DUMP BODY	25101600	Each	705442560	$ 44,638.00
4	TRUCKS,CAB / CHASSIS - OPTION, PTO DRIVEN HYDRAULIC SYSTEM	25101600	Each	705442520	$ 11,210.00
5	TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY WITH CONVEYOR, SPINNER AND PREWET TANKS	25101600	Each	705442562	$ 68,422.00
6	TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL INSERT WITH CONVEYOR, SPINNER AND PREWET TANKS	25101600	Each	705442398	$ 27,630.00
7	TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL INSERT WITH ANTI-ICING TANKER	25101600	Each	705442399	$29,066.00
8	TRUCKS, CAB / CHASSIS - OPTION, PLOW FRAME, HITCH AND CRANKSHAFT - DRIVEN HYDRAULIC SYSTEM WITH ELECTRONIC CONTROLLER	25101600	Each	705442500	$47,698.00
9	TRUCKS, CAB / CHASSIS - OPTION, MAINTENANCE SOFTWARE PACKAGE	25101600	Each	705442490	$ 2,000.00
10	TRUCKS, CAB / CHASSIS - OPTION, LAPTOP COMPUTER COMPATIBLE WITH MAINTENANCE SOFTWARE	25101600	Each	705442480	$ 3,000.00
11	TRUCKS, CAB / CHASSIS - OPTION, FIXED ANGLE SNOW PLOW	25101600	Each	705442440	$ 6,874.00
12	TRUCKS, CAB / CHASSIS - OPTION, REVERSIBLE SNOW PLOW	25101600	Each	705442550	$ 8,846.00
13	TRUCKS, CAB / CHASSIS - OPTION, AUXILIARY HEATER SYSTEM	25101600	Each	705442400	$ 10,328.00
14	PARTS, MECHANICAL AND ELECTRICAL (SEE PARTS WORKSHEET)	32131021	Mark Up	6099.89	$ 1,500,000.00
15	VEHICLE REPAIRS - LABOR TO PREFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	32121519	Hour	9284757300	$ 185.00
16	VEHICLE REPAIRS - LABOR TO PREFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	32121519	Hour	9284757301	$225.00
17	VEHICLE TOWING - DRIVE, TOW OR TRANSPORT VEHICLES OR EQUIPMENT BETWEEN CITY FACILITY AND CONTRACTOR'S SHOP (EACH WAY)	32121519	Each	9689093105	$500.00

EXHIBIT III

BOARD APPROVAL LETTER

Board of Commissioners of Cook County

Master

118 North Clark Street
Chicago, IL

File Number: 25-3760

File ID:	25-3760	**Type:**	Contract (Highway)	**Status:**	Approved
Version:	1	**Presenters:**		**Agency:**	Transportation Committee
				File Created:	09/10/2025
File Name:	Contract for 6X4 Diesel Powered Conventional Cab Chassis with Dump Bodies - contract number 2521-06200			**Final Action:**	11/20/2025

genda Item: **PROPOSED CONTRACT (TRANSPORTATION AND HIGHWAYS)**

Department(s): Transportation and Highways

Vendor: Patson, Inc. d/b/a TransChicago Truck Group, Elmhurst, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract.

Good(s) or Service(s): 6X4 Diesel Powered Conventional Cab Chassis with Dump Bodies and Snowplow Equipment

Location: Countywide

Section: N/A

Contract Value: $3,500,000.00

Contract period: 12/19/2025 - 12/20/2028

Contract Utilization: The Contract specific goal set on this contract is Zero.

Potential Fiscal Year Budget Impact: FY2026 $1,750,000.00; FY2027 $1,000,000.00; FY2028 $750,000.00

Accounts:
Capital Equipment: 11620.1500.21120.560155
Institutional Equipment: 11569.1500.21120.560155

Contract Number(s): 2521-06200

Summary: The Department of Transportation and Highways requests authorization for the Chief Procurement Officer to enter into and execute a contract with Patson, Inc. d/b/a TransChicago Truck Group for 6X4 Diesel Powered Conventional Cab Chassis with Dump Bodies and Snowplow Equipment.

This contract will provide for the capital purchase of 6X4 Diesel Powered Conventional

Cab Chassis with Dump Bodies and Snowplow Equipment. These vehicles are used to plow snow.

The new 6X4 Diesel Powered Conventional Cab Chassis with Dump Bodies and Snowplow Equipment will replace the current units that are beyond their usual life. The cost to maintain the current units is extensive. The new units will provide safe, reliable, and efficient equipment for the Maintenance Bureau. The new equipment will be used to plow snow, maintain and repair Cook County roadways and keep the roads safe for the motoring public.

This is a Comparable Government Procurement pursuant to section 34-140 of the Cook County Procurement Code. Patson, Inc. d/b/a/ TransChicago Truck Group, was previously awarded a contract by the City of Chicago through a publicly advertised Invitation for Bids (IFB) process. This Contract will allow Cook County to leverage the City's procurement process and the ability to take advantage of the favorable source contract's volume discounted rates. Cook County wishes to leverage this procurement effort.

Notes:

Sponsors: FRANK J. AGUILAR, ALMA E. ANAYA, SCOTT R. BRITTON, JOHN P. DALEY, BRIDGET DEGNEN, BRIDGET GAINER, DR. KISHA E. McCASKILL, DONNA MILLER, STANLEY MOORE, JOSINA MORITA, KEVIN B. MORRISON, SEAN M. MORRISON, MICHAEL SCOTT JR., TARA S. STAMPS, MAGGIE TREVOR and JESSICA VÁSQUEZ

Enactment Date:

Attachments: 25-3760 Board Letter - Diesel Powered Conventional Chassis Cab_Oct25.pdf

Enactment Number:

Contact:

Hearing Date:

Drafter: Darlene.Hickman@cookcountyil.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Commissioners	10/23/2025	refer	Transportation Committee			Pass
1	Transportation Committee	11/10/2025	recommend for approval				Pass
1	Board of Commissioners	11/20/2025	approve				Pass

Text of Legislative File 25-3760

EXHIBIT IV

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

Contract #: 2521-06200

OCPO ONLY:	
	Disqualification
X	Check Complete

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

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.: 2521-06200	Date: 9-2-25
Total Bid or Proposal Amount: $3,500,000.00	Contract Title: 6x4 Diesel Diamond Cab chassis w/ Dump Body
Contractor: PATSON INC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Monroe Truck Equipment
Authorized Contact for Contractor: STEVE SZYMCZ	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jerry LaCante
Email Address (Contractor): SSZYMCZ@TRANSCHICAGO.COM	Email Address (Subcontractor): Jerry.Lacante@Abi-Schmidt.com
Company Address (Contractor): 776 N YORK ST	Company Address (Subcontractor): 612 Draper Ave Joliet IL
City, State and Zip (Contractor): ELMHURST IL 60126	City, State and Zip (Subcontractor): Joliet, IL 60432
Telephone and Fax (Contractor): 630-279-0600	Telephone and Fax (Subcontractor): 708-968-6288
Estimated Start and Completion Dates (Contractor): Aprx: 4-6 months	Estimated Start and Completion Dates (Subcontractor): Aprx: 6-9 months

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Snow Plow Trucks	$3,500,000.00

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.**

PATSON INC
Contractor

P DOUGLAS CAYCE
Name

PRESIDENT / CEO
Title

Prime Contractor Signature

8/28/2025
Date

EXHIBIT V

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

Date: September 11, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director (BED)
Office of the Chief Procurement Officer
Business Enterprise Development (BED)

RE: Contract No. 2521-06200
6x4 Diesel Powered Conventional Cab Chassis with Dump Bodies
Department of Transportation and Highways
Reference Contract: Goods and Services
Contractor: Patson, Inc. DBA Transchicago Truck Group
Original Contract Value: $3,500,000.00
Original Contract Term: 12/19/2025 – 12/20/2028
Participation Goal: 0% MBE and 0% WBE

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has determined a 0% MBE and 0% WBE participation goal was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

JC/mk

CC: YaZeed Knaan, (OCPO)
Randy Piscitelli, (DOTH)

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

NA

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.

☐ 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: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*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.**

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

N/A

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____ Certifying Agency: _____

Contact Person: _____ Certification Expiration Date: _____

Address: _____ Ethnicity: _____

City/State: _____ Zip: _____ Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____ FEIN #: _____

Email: _____

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)*

_____

_____

_____

_____

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

_____

_____

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 (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
_____	_____
Print Name	Print Name
_____	_____
Firm Name	Firm Name
_____	_____
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this ____ day of_____, 20____.	this ____ day of_____, 20____.
Notary Public _____	Notary Public _____
SEAL	SEAL

NA

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name _____

Address _____ City _____

County _____ State _____ Zip _____

Phone (____) _____ Email _____

I _____, _____
(Authorized Representative) (Print Title)

of _____ do hereby affirm:
(Name of Firm)

1) _____ is a Minority and/or Women Business Enterprise currently
(Name of Firm)
certified by the City of Chicago as: [ ] Black- [ ] Hispanic- [ ] Asian- [ ] Woman-owned business.

2) With respect to _____, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed $2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of _____,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I _____ affirm that, to the best of my knowledge
(Authorized Representative)
and belief, the information herein is true and accurate.

*Signature*_____ *Title*_____ *Date*_____

Subscribed and sworn to before me this _____ day of _____/ _____
(Month) (Year)

_____ Notary's Seal
(Notary's Signature)

My Commission Expires _____

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: PATSON INC

Contract No./Title: _____

A. BIDDER/PROPOSER HEREBY REQUESTS:

X FULL MBE WAIVER	X PARTIAL MBE WAIVER
X FULL WBE WAIVER	X PARTIAL WBE WAIVER
X FULL DBE WAIVER	X PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall 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.

X (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.

_____(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.

_____(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;
   Timelines:

   a. When the Bidder/Proposer knew of the bid;
   b. When the Bidder/Proposer contacted the PCE(s);
   c. When the Bidder/Proposer formulated its bid and utilization plan; and
   d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;

   a. Dates of each contact attempt for each contacted PCE;
   b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
   c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
   d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.

5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.

6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

	PRESIDENT / CEO	8/28/2025
Signature and Title of Bidder/Proposer	Title	Date

EXHIBIT VI

EVIDENCE OF INSURANCE

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 09/02/2025

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Certs Processing Department
Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 200 Carmel IN 46032	PHONE (A/C, No, Ext): (317)846-5554 FAX (A/C, No): (317)846-5444 E-MAIL ADDRESS: trkdlrcerts@shepherdins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Comapany of America	25674
INSURER B : Starstone National Insurance Co	44776
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Patson Inc., DBA: TransChicago Truck Group;
TransChicago Truck Lease LLC; TransChicago NationaLease
776 N York St
Elmhurst IL 601261356

COVERAGES PROD / CUSTOMER ID: 00013520 CERTIFICATE #: CL2582576612 REVISION #:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS USED IN GARAGE BUSINESS			AD-B7569046-25-14	09/01/2025	09/01/2026	AUTO ONLY (Ea accident) OTHER THAN AUTO ONLY: EA ACCIDENT OTHER THAN AUTO ONLY: AGGREGATE	$ 1,000,000 $ 1,000,000 $ 2,000,000
A	GARAGE KEEPERS LIABILITY [X] LEGAL LIABILITY [ ] DIRECT BASIS [ ] PRIMARY [ ] EXCESS			AD-B7569046-25-14	09/01/2025	09/01/2026	[X] COMP / OTC LOC [ ] SPECIFIED PERILS LOC [X] COLLISION LOC LOC	$ 8,670,000 $ $ 8,670,000 $
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			AD-B7569046-25-14	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			87653D250ALI	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under REMARKS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT NO. 2521-06200 - Snowplow Trucks

Customers are defined as an insured for Covered Auto Liability only. Additional insured status is automatic when agreed in writing in a contract or agreement for auto liability & general liability "your operations" (including ongoing and completed ops liability). Insurance is on a primary and

CERTIFICATE HOLDER

Cook County, Office of the Chief Procurement Officer
69 West Washington
Suite 3000
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

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AGENCY CUSTOMER ID: 00013520

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Shepherd Insurance, LLC.	Patson Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 30 **FORM TITLE:** Certificate of Garage Insurance: Remarks

noncontributory basis for auto/general liability. A waiver of subrogation for auto/general liability is automatic when agreed in writing in a contract or agreement. All in accordance with the attached forms and policy terms, conditions, and exclusions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED FOR COVERED AUTOS COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **D.2.**, **Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5.**, **Other Insurance**, in **B.**, **General Conditions**, of **SECTION IV –CONDITIONS**, but only for Covered Autos Liability Coverage:

Regardless of the provisions of paragraphs **a.** and **f.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **D., Who Is An Insured,** of **SECTION II – GENERAL LIABILITY COVERAGES:**

Any person or organization who you are required under a written contract or agreement between you and that person or organization that is signed by you before:

a. The "bodily injury" or "property damage" occurs; or

b. The "personal injury" or "advertising injury" offense is committed;

and that is in effect during the policy period, to name as an additional insured for general liability coverage, but only for damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing "auto dealer operations"; or

b. In connection with your premises owned by or rented to you.

2. The following is added to Paragraph **5., Other Insurance,** in **B., General Conditions,** of **SECTION IV –CONDITIONS,** but only for General Liability Coverages:

Regardless of the provisions of paragraphs **d.** and **f.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before:

(1) The "bodily injury" or "property damage" occurs; or

(2) The "personal injury" or "advertising injury" offense is committed;

and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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AUTO DEALERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and include your spouse, if you are an individual. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERED AUTOS COVERAGES

A. Description Of Covered Auto Designation Symbols

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

Symbol	Description Of Covered Auto Designation Symbols	
21	Any "Auto"	
22	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifically Described "Autos"	Only those "autos" described in Item Seven of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Seven).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-owned "Autos" Used In Your "Auto" Dealership	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your "auto" dealership described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your "auto" dealership.
30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any land motor vehicle, trailer or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. This also includes "autos" left in your care by your "employees" and members of their households who pay for the services performed.

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31	"Auto" Dealers' "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Six of the Declarations.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **21, 22, 23, 24, 25** or **26** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **27** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

D. Covered Autos Liability Coverage

1. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered "Autos" Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Who Is An Insured

The following are "insureds" for covered "autos":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.

(4) Your customers. However, if a customer of yours:

(a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

(b) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.

(5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

3. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

4. Exclusions

This insurance does not apply to any of the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the "insured" would have in the absence of the contract or agreement.

c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

(1) An "employee" of the "insured" arising out of and in the course of:

(a) Employment by the "insured"; or

(b) Performing the duties related to the conduct of the "insured's" business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(a) Whether the "insured" may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of Covered Autos Liability Coverage, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

e. Fellow Employee

"Bodily injury" to:

(1) Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(2) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(1)** above.

f. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

(1) Property owned, rented or occupied by the "insured";

(2) Property loaned to the "insured";

(3) Property held for sale or being transported by the "insured"; or

(4) Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

g. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

h. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon the covered "auto";

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **(1)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **(2)** and **(3)** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

i. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

j. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

(1) Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

(2) After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

k. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

l. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

m. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

n. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or other property not physically damaged if caused by:

(1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

(2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **n.(2)**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

o. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

q. Acts, Errors Or Omissions

"Bodily injury" or "property damage" arising out of "acts, errors or omissions".

5. Limit Of Insurance - Covered Autos Liability

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Limit of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section **II** - General Liability Coverages or Section **III** - Acts, Errors Or Omissions Liability Coverage.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

E. Garagekeepers Coverage

1. Coverage

a. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "auto dealer operations" under:

(1) Comprehensive Coverage

From any cause except:

(a) The "customer's auto's" collision with another object; or

(b) The "customer's auto's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

(a) Fire, lightning or explosion;

(b) Theft; or

(c) Mischief or vandalism.

(3) Collision Coverage

Caused by:

(a) The "customer's auto's" collision with another object; or

(b) The "customer's auto's" overturn.

b. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

2. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

a. You.

b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".

c. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.

d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".

3. Coverage Extensions

The following apply as **Supplementary Payments.** We will pay for the "insured":

a. All expenses we incur.

b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

4. Exclusions

a. This insurance does not apply to any of the following:

(1) Contractual

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

(2) Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.

(3) Defective Parts

Defective parts or materials.

(4) Faulty Work

Faulty "work you performed".

b. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".

(2) Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

(3) Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

(4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

5. Limit Of Insurance And Deductibles

a. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

(1) Collision; or

(2) With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

(a) Theft or mischief or vandalism; or

(b) All perils.

b. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

c. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

F. Physical Damage Coverage

1. Coverage

a. We will pay for "loss" to a covered "auto" or its equipment under:

(1) Comprehensive Coverage

From any cause except:

(a) The covered "auto's" collision with another object; or

(b) The covered "auto's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

(a) Fire, lightning or explosion;

(b) Theft;

(c) Windstorm, hail or earthquake;

(d) Flood;

(e) Mischief or vandalism; or

(f) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

(3) Collision Coverage

Caused by:

(a) The covered "auto's" collision with another object; or

(b) The covered "auto's" overturn.

b. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

(1) Glass breakage;

(2) "Loss" caused by hitting a bird or animal; and

(3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

2. Coverage Extension - Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

a. Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

b. Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

c. Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

3. Exclusions

a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) Nuclear Hazard

(a) The explosion of any weapon employing atomic fission or fusion; or

(a) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

b. We will not pay for "loss" to any of the following:

(1) Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.

(2) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

(3) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

(4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

(5) Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

(6) Any accessories used with the electronic equipment described in Paragraph **(5)** above.

Exclusions **b.(5)** and **b.(6)** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(a) Permanently installed in or upon the covered "auto";

(b) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(c) An integral part of the same unit housing any electrical equipment described in Paragraphs **(a)** and **(b)** above; or

(d) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

c. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

(1) Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

(2) Your acquiring an "auto" from a seller who did not have legal title.

d. We will not pay for:

(1) Your expected profit, including loss of market value or resale value.

(2) "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.

(3) Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.

(3) Under the Specified Causes of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

e. We will not pay for "loss" to a covered "auto" due to "diminution in value".

f. Other Exclusions

We will not pay for "loss" due and confined to:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. Limits Of Insurance

a. The most we will pay for:

(1) "Loss" to any one covered "auto" is the lesser of:

(a) The actual cash value of the damaged or stolen property as of the time of "loss"; or

(b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(a) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(b) Removable from a permanently installed housing unit as described in Paragraph **(2)(a)** above; or

(c) An integral part of such equipment as described in Paragraphs **(2)(a)** and **(2)(b)** above.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

d. The following provisions also apply:

(1) Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.

(2) Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit Of Insurance shown in the Declarations for the applicable location.

(3) Nonreporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit Of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

5. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations, provided that:

a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

b. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

SECTION II - GENERAL LIABILITY COVERAGES

A. Bodily Injury And Property Damage Liability

1. Coverage

a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident", and resulting from your "auto dealer operations" other than the ownership, maintenance or use of "autos".

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

(1) The amount we will pay for damages is limited as described in Paragraph **F.** Limits Of Insurance - General Liability Coverages; and

(2) Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph **A.** Bodily Injury And Property Damage Liability or **B.** Personal And Advertising Injury Liability or medical expenses under Paragraph **C.** Locations And Operations Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to ″bodily injury″ and ″property damage″ only if:

(1) The ″accident″ occurs in the coverage territory;

(2) The ″bodily injury″ or ″property damage″ occurs during the policy period; and

(3) Prior to the policy period, no ″insured″ listed under Paragraphs **D.1.** through **D.4.** of the Who Is An Insured provision and no ″employee″ authorized by you to give or receive notice of an ″accident″ or claim, knew that the ″bodily injury″ or ″property damage″ had occurred, in whole or in part. If such a listed ″insured″ or authorized ″employee″ knew, prior to the policy period, that the ″bodily injury″ or ″property damage″ occurred, then any continuation, change or resumption of such ″bodily injury″ or ″property damage″ during or after the policy period will be deemed to have been known prior to the policy period.

c. ″Bodily injury″ or ″property damage″ which occurs during the policy period and was not, prior to the policy period, known to have occurred by any ″insured″ listed under Paragraphs **D.1.** through **D.4.** of the Who Is An Insured provision or any ″employee″ authorized by you to give or receive notice of an ″accident″ or claim, includes any continuation, change or resumption of that ″bodily injury″ or ″property damage″ after the end of the policy period.

d. ″Bodily injury″ or ″property damage″ will be deemed to have been known to have occurred at the earliest time when any ″insured″ listed under Paragraphs **D.1.** through **D.4.** of the Who Is An Insured provision or any ″employee″ authorized by you to give or receive notice of an ″accident″ or claim:

(1) Reports all, or any part, of the ″bodily injury″ or ″property damage″ to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the ″bodily injury″ or ″property damage″; or

(3) Becomes aware by any other means that ″bodily injury″ or ″property damage″ has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to any of the following:

a. Expected Or Intended Injury

″Bodily injury″ or ″property damage″ expected or intended from the standpoint of the ″insured″. This exclusion does not apply to ″bodily injury″ resulting from the use of reasonable force to protect persons or property.

b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an ″insured contract″, provided the ″bodily injury″ or ″property damage″ occurs subsequent to the execution of the contract or agreement; or

(2) That the ″insured″ would have in the absence of the contract or agreement.

c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

(1) An "employee" of the "insured" arising out of and in the course of:

(a) Employment by the "insured"; or

(b) Performing the duties related to the conduct of the "insured's" business;

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

(3) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(4) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(3)(a), (b)** or **(c)** above are directed.

This exclusion applies:

(a) Whether the injury-causing event described in Paragraph **(3)(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(b) Whether the "insured" may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Paragraphs **(1)** and **(2)** of this exclusion do not apply to liability assumed by the "insured" under an "insured contract".

e. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to the "insured";

(3) Property held for sale or being transported by the "insured"; or

(4) Property in the "insured's" care, custody or control.

Paragraphs **(1), (2)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Paragraph **F.** Limits Of Insurance - General Liability Coverages.

This exclusion does not apply to liability assumed under a sidetrack agreement.

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";

(b) At or from any premises, site or location that is or was at any time used by or for any ″insured″ or others for the handling, storage, disposal, processing or treatment of waste;

(c) At or from any premises, site or location on which any ″insured″ or any contractors or subcontractors working directly or indirectly on any ″insured′s″ behalf are performing operations:

(i) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the ″pollutants″; or

(ii) If the ″pollutants are brought on or to the premises, site or location in connection with such operations by such ″insured″, contractor or subcontractor; or

(d) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any ″insured″ or any person or organization for whom you may be legally responsible.

Paragraphs **(1)(a)** and **(1)(c)(ii)** do not apply to ″bodily injury″ or ″property damage″ arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph **(1)(a)** does not apply to ″bodily injury″ if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building′s occupants or their guests.

Paragraph **(1)(c)(ii)** does not apply to ″bodily injury″ or ″property damage″ sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any ″insured″ or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of ″pollutants″; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of ″pollutants″.

However, this paragraph does not apply to liability for damages because of ″property damage″ that the ″insured″ would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or ″suit″ by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

″Bodily injury″ or ″property damage″ arising out of the ownership, maintenance, use or entrustment to others of any aircraft, ″auto″ or watercraft owned or operated by or rented or loaned to any ″insured″. Use includes operation and ″loading or unloading″.

This exclusion applies even if the claims against any ″insured″ allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that ″insured″, if the ″accident″ which caused the ″bodily injury″ or ″property damage″ involved the ownership, maintenance, use or entrustment to others of any aircraft, ″auto″ or watercraft that is owned or operated by or rented or loaned to any ″insured″.

This exclusion does not apply to:

(1) A watercraft while ashore on premises where you conduct ″auto dealer operations″;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge; or

(3) Liability assumed under any ″insured contract″ for the ownership, maintenance or use of aircraft or watercraft.

h. Defective Products

″Property damage″ to any of your ″products″, if caused by a defect existing in your ″products″ or any part of your ″products″, at the time it was transferred to another.

i. Work You Performed

″Property damage″ to ″work you performed″ if the ″property damage″ results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

j. Damage To Impaired Property Or Property Not Physically Damaged

″Property damage″ to ″impaired property″ or other property not physically damaged if caused by:

(1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

(2) A defect, deficiency, inadequacy or dangerous condition in your ″products″ or ″work you performed″. But this exclusion, **j.(2)**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your ″products″ or ″work you performed″ after they have been put to their intended use.

k. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your ″products″ or ″work you performed″ or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. War

″Bodily injury″ or ″property damage″ arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Recording And Distribution Of Material Or Information In Violation Of Law

″Bodily injury″ or ″property damage″ arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

n. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

o. Liquor Liability

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Exclusions **c.** through **o.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **F.** Limits Of Insurance - General Liability Coverages.

B. Personal And Advertising Injury Liability

1. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" to which this insurance applies, caused by an offense arising out of your "auto dealer operations", but only if the offense was committed in the coverage territory during the policy period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

a. The amount we will pay for damages is limited as described in Paragraph **F.** Limits Of Insurance - General Liability Coverages; and

b. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph **A.** Bodily Injury And Property Damage Liability or Paragraph **B.** Personal And Advertising Injury Liability or medical expenses under Paragraph **C.** Locations And Operations Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the "insured".

e. Contractual

"Personal and advertising injury" for which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Electronic Chat Rooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

l. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

2. War

"Personal and advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

o. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

p. Employment-related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(1)(a), (b)** or **(c)** above are directed.

This exclusion applies:

(a) Whether the injury-causing event described in Paragraph **(1)(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(b) Whether the "insured" may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

q. Acts, Errors Or Omissions

"Personal and advertising injury" arising out of "acts, errors or omissions".

C. Locations And Operations Medical Payments

1. Coverage

a. We will pay medical expenses as described below to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from your "auto dealer operations".

b. We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an "accident";

(2) Necessary medical, surgical, diagnostic imaging and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

This insurance does not apply to "bodily injury":

a. Workers' Compensation

To a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

b. Insured

To any "insured".

c. Hired Person

To a person hired to do work for or on behalf of any "insured" or a tenant of any "insured".

d. Injury On Normally Occupied Premises

To a person injured on that part of the premises you own or rent that the person normally occupies.

e. Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Injury Away From Auto Dealer Locations

Sustained by a person away from locations owned, maintained or used for your "auto dealer operations".

g. Bodily Injury And Property Damage Liability

Excluded under Paragraph **A.** Bodily Injury And Property Damage Liability.

D. Who Is An Insured

The following are "insureds" for General Liability Coverages:

1. You.

2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".

3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.

4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations". However, no "employee" is an "insured" for:

a. "Bodily injury" or "personal and advertising injury":

(1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";

(2) To the spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(1)** above;

(3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)** or **(2)** above; or

(4) Arising out of his or her providing or failing to provide professional health care services.

b. "Property damage" to property:

(1) Owned, occupied or used by;

(2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership), or any member (if you are a limited liability company).

6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

E. Supplementary Payments

With respect to coverage provided under Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability Coverages, we will pay for the "insured":

1. All expenses we incur.

2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

F. Limits Of Insurance - General Liability Coverages

1. Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the:

a. General Liability Aggregate Limit shown in the Declarations is the most we will pay for the sum of all:

(1) Damages under Paragraph **A.** Bodily Injury And Property Damage Liability, except damages because of "bodily injury" and "property damage" that are both:

(a) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and

(b) Arising out of your "products" or "work you performed";

(2) Damages under Paragraph **B.** Personal And Advertising Injury Liability; and

Medical expenses under Paragraph **C.** Locations And Operations Medical Payments.

b. The Products And Work You Performed Aggregate Liability Limit is the most we will pay under Paragraph **A.** Bodily Injury And Property Damage Liability for "bodily injury" and "property damage" that are both:

(1) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and

(2) Arising out of your "products" or "work you performed".

2. Subject to Paragraph **1.a.** above, the Personal And Advertising Injury Liability Limit is the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization under Paragraph **B.** Personal And Advertising Injury Liability.

3. Subject to Paragraph **1.a.** above, the Locations And Operations Medical Payments Limit is the most we will pay for all medical expenses because of "bodily injury" for each person injured in any one "accident" under Paragraph **C.** Locations And Operations Medical Payments.

4. Subject to Paragraph **1.a.** or **1.b.** above, whichever applies, the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit shown in the Declarations is the most we will pay for the sum of all damages under Paragraph **A.** Bodily Injury And Property Damage Liability resulting from any one "accident".

Damages payable under any applicable Limits of Insurance for General Liability Coverages are not payable under Section **I** - Covered Autos Coverages or Section **III** - Acts, Errors Or Omissions Liability Coverage.

5. Subject to Paragraph **4.** above, the Damage To Premises Rented To You Limit is the most we will pay under Paragraph **A.** Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

6. The Aggregate Limits of Insurance for General Liability Coverages apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limits of Insurance - General Liability Coverages.

7. We will deduct $500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III - ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES

A. Coverage

We will pay all sums that an "insured" legally must pay as damages because of any "act, error or omission" of the "insured" to which this insurance applies and arising out of the conduct of your "auto dealer operations", but only if the "act, error or omission" is committed in the coverage territory during the policy period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, error or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

1. The amount we will pay for damages is limited as described in Paragraph **E.** Limits Of Insurance And Deductible; and

2. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **D.** Supplementary Payments.

B. Exclusions

This insurance does not apply to:

1. **Criminal, Fraudulent, Malicious, Dishonest Or Intentional Acts**

Damages arising out of any criminal, fraudulent, malicious, dishonest or intentional "act, error or omission" by an "insured", including the willful or reckless violation of any law or regulation. However, this exclusion does not apply to any "insured" who did not:

a. Personally commit;

b. Personally participate in;

c. Personally acquiesce to; or

d. Remain passive after having knowledge of;

any such "act, error or omission".

2. **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

3. **Profit Gain**

Damages based upon, attributable to or arising in fact out of the gaining of any profit, remuneration or advantage to which any "insured" was not entitled.

4. **Contractual**

Liability for which the "insured" has assumed in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

5. **Noncompensatory Damages**

Criminal fines or penalties imposed by law or regulation, punitive or exemplary damages or demands for injunctive or equitable relief.

6. **Quality Or Performance Of Goods - Failure To Conform To Statements**

Damages arising out of the failure of goods, products or services to conform with any statement of quality or performance.

7. **Recording And Distribution Of Material Or Information In Violation Of Law**

Damages arising directly or indirectly out of any "act, error or omission" that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

8. Discrimination

Damages arising directly or indirectly out of any "act, error or omission" that violates a person's civil rights with respect to such person s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

9. Bankruptcy Or Insolvency

Damages arising out of the:

a. Bankruptcy;

b. Financial inability to pay;

c. Insolvency;

d. Liquidation; or

e. Receivership;

of any insurance company, reinsurer or other risk-assuming entity in which the "insured" has placed or obtained insurance for a customer.

However, this exclusion does not apply if the insurance company, reinsurer or other risk- assuming entity was rated "B+" or higher by A. M. Best Company, Inc. at the time the insurance was placed or obtained.

C. Who Is An Insured

The following are "insureds" for "acts, errors or omissions":

1. You.

2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".

3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.

4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".

6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to "acts, errors or omissions" that were committed before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

D. Supplementary Payments

With respect to "Acts, Errors Or Omissions" Liability Coverage, we will pay for the "insured":

1. All expenses we incur.

2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

5. All interest on the full amount of any judgment that accrues after entry of the judgment in any ″suit″ against the ″insured″ we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

E. Limit Of Insurance And Deductible

1. Regardless of the number of:

a. ″Insureds″;

b. Claims made or ″suits″ brought;

c. Persons or organizations making claims or bringing ″suits″; or

d. ″Acts, errors or omissions″,

the ″Acts, Errors Or Omissions″ Liability Aggregate Limit shown in the Declarations is the most we will pay for all damages because of ″acts, errors or omissions″ under Section **III**.

2. Damages payable under the Limits of Insurance for ″Acts, Errors Or Omissions″ Liability Coverage are not payable under any applicable Limits of Insurance under Section **I** - Covered Autos Coverages or Section **II** - General Liability Coverage.

3. Our obligation to pay damages applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage. The Limits of Insurance for ″Acts, Errors Or Omissions″ Liability Coverage will not be reduced by the amount of this deductible.

To settle a claim or ″suit″, we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

4. The ″Acts, Errors Or Omissions″ Liability Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the ″Acts, Errors Or Omissions″ Liability Aggregate Limit.

SECTION IV - CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of ″loss″, either may demand an appraisal of the ″loss″. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of ″loss″. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of ″accident″, claim, ″suit″, offense, ″loss″ or ″act, error or omission″, you must give us or our authorized representative prompt notice of the ″accident″, offense, ″loss″ or ″act, error or omission″. Include:

(1) How, when and where the ″accident″, offense, ″loss″ or ″act, error or omission″ occurred;

(2) What the ″act, error or omission″ was;

(3) The ″insured′s″ name and address;

(4) To the extent possible, the names and addresses of:

(a) Any injured persons and witnesses; or

(b) Anyone who may suffer damages as a result of an ″act, error or omission″.

b. Additionally, you and any other involved ″insured″ must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the ″insured's″ own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or ″suit″.

(3) Cooperate with us in the investigation or settlement of the claim or defense against the ″suit″.

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

(6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the ″insured″ because of an ″act, error or omission″ to which this insurance may also apply.

c. If there is ″loss″ to a covered ″auto″ or its equipment, you must also do the following:

(1) Promptly notify the police if the covered ″auto″ or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered ″auto″ from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered ″auto″ and records proving the ″loss″ before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under any liability coverage, we agree in writing that the ″insured″ has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the ″insured's″ liability.

4. Loss Payment - Physical Damage Coverage

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the ″auto″ from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the ″loss″, our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after ″accident″ or ″loss″ to impair them.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** - General Liability Coverages.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the ″insured″ or the ″insured's″ estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other ″insured″, at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. For General Liability and "Acts, Errors Or Omissions" Liability Coverages, this insurance is primary except when **e.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **f.** below.

e. This Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(2) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(3) If the "loss" arises out of the maintenance or use of aircraft or watercraft to the extent not subject to Exclusion **g.** of Paragraph **A.** Bodily Injury And Property Damage Liability of Section **II** - General Liability Coverages;

(4) That is specifically written to apply as primary insurance for liability arising out of your "acts, errors or omissions".

f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover:

a. ″Bodily injury″, ″property damage″ and ″losses″ occurring;

b. ″Personal and advertising injury″ offenses and ″acts, errors or omissions″ committed; and

c. ″Covered pollution cost or expense″ arising out of ″accidents″ occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if:

(a) A covered ″auto″ of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less;

(b) The ″bodily injury″, ″property damage″ or ″personal and advertising injury″ is caused by an ″insured″ who permanently lives within the United States of America, its territories or possessions, Puerto Rico or Canada while the ″insured″ is temporarily outside of one of those places;

(c) The ″personal and advertising injury″ offense takes place through the Internet or similar electronic means of communication; or

(d) The ″bodily injury″ or ″property damage″ is caused by one of your ″products″ which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada;

provided that the ″insured's″ responsibility to pay damages is determined in a ″suit″ on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

However, the coverage territory described in Paragraph **(5)** above does not apply to ″work you performed″.

We also cover ″bodily injury″, ″property damage″, ″covered pollution cost or expense″ and ″losses″ while a covered ″auto″ is being transported between the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same ″accident″, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. ″Accident″ includes continuous or repeated exposure to the same conditions resulting in ″bodily injury″ or ″property damage″.

B. ″Act, error or omission″ means any actual or alleged negligent act, error or omission committed by an ″insured″ in the course of your ″auto dealer operations″ arising:

1. Out of an ″insured's″ failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers in connection with the sale or lease of an ″auto″ in your ″auto dealer operations″, including, but not limited to, the Truth In Lending and Consumer Leasing Acts;

2. Out of an ″insured's″ failure to comply with any local, state or federal law or regulation concerning the disclosure of accurate odometer mileage to consumers in connection with the sale or lease of an ″auto″ in your ″auto dealer operations″;

3. In an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold in connection with the sale or lease of an "auto" in your "auto dealer operations", but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction; and

4. Out of a defect in title in connection with the sale or lease of an "auto" in your "auto dealer operations".

C. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

2. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

D. "Auto" means a land motor vehicle, "trailer" or semitrailer.

E. "Auto dealer operations" means the ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations. "Auto dealer operations" also include all operations necessary or incidental to an "auto" dealership.

F. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

G. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

H. ″Customer's auto″ means a land motor vehicle, ″trailer″ or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A ″customer's auto″ also includes any such vehicle left in your care by your ″employees″ and members of their households who pay for services performed.

I. ″Diminution in value″ means the actual or perceived loss in market value or resale value which results from a direct and accidental ″loss″.

J. ″Employee″ includes a ″leased worker″. ″Employee″ does not include a ″temporary worker″.

K. ″Executive officer″ means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

L. ″Impaired property″ means tangible property, other than your ″product″ or ″work you performed″, that cannot be used or is less useful because:

1. It incorporates your ″product″ or ″work you performed″ that is known or thought to be defective, deficient, inadequate or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of your ″product″ or ″ work you performed″ or your fulfilling the terms of the contract or agreement.

M ″Insured″ means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or ″suit″ is brought.

N. ″Insured contract″ means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your ″auto″ dealership (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for ″bodily injury″ or ″property damage″ to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. An elevator maintenance agreement; or

7. That part of any contract or agreement entered into, as part of your ″auto″ dealership, pertaining to the rental or lease, by you or any of your ″employees″, of any ″auto″. However, such contract or agreement shall not be considered an ″insured contract″ to the extent that it obligates you or any of your ″employees″ to pay ″property damage″ to any ″auto″ rented or leased by you or any of your ″employees″.

An ″insured contract″ does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.

c. That pertains to the loan, lease or rental of an ″auto″, to you or any of your ″employees″, if the ″auto″ is loaned, leased or rented with a driver.

d. That holds a person or organization engaged in the business of transporting property by ″auto″ for hire harmless for your use of a covered ″auto″ over a route or territory that person or organization is authorized to serve by public authority.

e. That indemnifies a railroad for ″bodily injury″ or ″property damage″ arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

O. ″Leased worker″ means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. ″Leased worker″ does not include a ″temporary worker″.

P. ″Loading or unloading″ means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or ″auto″;

2. While it is in or on an aircraft, watercraft or ″auto″; or

3. While it is being moved from an aircraft, watercraft or ″auto″ to the place where it is finally delivered;

but ″loading or unloading″ does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or ″auto″.

Q. ″Loss″ means direct and accidental loss or damage. But for Garagekeepers Coverage only, ″loss″ also includes any resulting loss of use.

R. ″Personal and advertising injury″ means injury, including consequential ″bodily injury″, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person′s or organization′s goods, products or services;

5. Oral or written publication, in any manner, of material that violates a person′s right of privacy;

6. The use of another′s advertising idea in your ″advertisement″; or

7. Infringing upon another′s copyright, trade dress or slogan in your ″advertisement″.

S. ″Pollutants″ means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

T. ″Products″ includes:

1. The goods or products made or sold in an ″auto″ dealership by:

a. You; or

b. An ″auto″ dealership you have acquired; and

2. The providing of or failure to provide warnings or instructions.

U. ″Property damage″ means damage to or loss of use of tangible property.

V. ″Suit″ means a civil proceeding in which:

1. Damages because of ″bodily injury″, ″property damage″, ″personal and advertising injury″ or ″acts, errors or omissions″; or

2. A ″covered pollution cost or expense″,

to which this insurance applies, are claimed.

″Suit″ includes:

a. An arbitration proceeding in which such damages or ″covered pollution costs or expenses″ are claimed and to which the ″insured″ must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or ″covered pollution costs or expenses″ are claimed and to which the ″insured″ submits with our consent.

W. ″Temporary worker″ means a person who is furnished to you to substitute for a permanent ″employee″ on leave or to meet seasonal or short- term workload conditions.

X. ″Trailer″ includes semitrailer.

Y. ″Work you performed″ includes:

1. Work that someone performed on your behalf; and

2. The providing of or failure to provide warnings or instructions.

EXHIBIT VII

ELECTRONIC PAYABLES PROGRAM (“E-PAYABLES”)

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:

1. 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.

2. 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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EXHIBIT VIII

ECONOMIC DISCLOSURE STATEMENT (“EDS”)

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, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	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.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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, 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): _____

_____

_____

(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:

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

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"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 :

1. An Applicant for County Action and

2. 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 # Only: 36-3198663

Street Address: 776 N YORK ST

City: ELMHURST State: IL Zip Code: 60126

Phone No.: 630-279-0600 Fax Number: Email: DCAYCE@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
P DOUGLAS CAYCE	LIBERTYVILLE IL	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
P DOUGLAS CAYCE	LIBERTYVILLE IL	PRESIDENT / CEO	CONTINUOUS
ERIC PRATHER	CRYSTAL LAKE IL	SEC/TREAS	CONTINUOUS

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

PRESIDENT / CEO
Title

Signature

Date

DCAYCE@TRANSCHICAGO.COM
E-mail address

630-279-0600
Phone Number

Subscribed to and sworn before me
this 28 day of Aug, 2025

My commission expires: 5/31/2028

Colleen Coughlin Mesenbrink
Notary Public Signature

Notary Seal

OFFICIAL SEAL
COLLEEN COUGHLIN MESENBRINK
Notary Public, State of Illinois
Commission No. 991568
My Commission Expires May 31, 2028

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:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: PATSON INC d/b/aTranschicagoTruck Group

Address of Person Doing Business with the County: 776 N YORK ST ELMHURST IL 60126

Phone number of Person Doing Business with the County: 630-279-0600

Email address of Person Doing Business with the County: DCAYCE@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:
P DOUGLAS CAYCE - PREISDENT / CEO

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2521-06200

The aggregate dollar value of the business you are doing or seeking to do with the County: $3,500,000.00

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:

YaZeed Knaan, OCPO - Lead Contract Negotiator - yazeed.knaan@cookcountyil.gov

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:

Randy Piscitelli- DOTH - Facilities and Equipment Manager - randy.piscitelli@cookcountyil.govgov

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

Check the box that applies and provide related information where needed

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

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*
NONE			

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*
NONE			

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*
NONE			

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*
NONE			

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*
NONE			

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

8/28/2025
Date

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

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***Including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2521-06200

County Using Agency (requesting Procurement): DOTH

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): PATSON INC d/b/a TransChicago Truck Group

Substantial Owner Complete Name: P DOUGLAS CAYCE

FEIN# 36-3198663

[redacted]

E-mail address: DCAYCE@TRANSCHICAGO.COM

Street Address: 776 N YORK ST

City: ELMHURST State: IL Zip: 60126

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 8/28/2025

Name of Person signing (Print): P DOUGLAS CAYCE Title: PRESIDENT/CEO

Subscribed and sworn to before me this 28th day of August, 2025

x Colleen Coughlin Mesenbrink
Notary Public Signature

Notary Seal

OFFICIAL SEAL
COLLEEN COUGHLIN MESENBRINK
Notary Public, State of Illinois
Commission No. 991568
My Commission Expires May 31, 2026

Note: The above information is subject to verification prior to the award of the Contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

PATSON INC	DOUG CAYCE
Corporation's Name	President's Printed Name and Signature
630-279-0600	DCAYCE@TRANSCHICAGO.COM
Telephone	Email
	8/26/25
Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email

Subscribed and sworn to before me this
26th day of Aug, 2025.

Colleen Coughlin Mesenbrink
Notary Public Signature

My commission expires: 5/31/2028
Notary Seal

OFFICIAL SEAL
COLLEEN COUGHLIN MESENBRINK
Notary Public, State of Illinois
Commission No. 991568
My Commission Expires May 31, 2028

*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.

SECTION 6
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:

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2025.12.04 16:12:24 -06'00'

Cook County Chief Procurement Officer — Date

APPROVED AS TO FORM:

James Beligratis — September 30, 2025

Assistant State's Attorney (Required on contracts over $1,000,000 — Date

CONTRACT TERM & AMOUNT

2521-06200
Contract #

December 19, 2025 - December 20, 2028
Original Contract Term

N/A
Renewal Options (If Applicable)

$3,500,000.00
Contract Amount

November 20, 2025
Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
NOV 20 2025
COM _____

ATTACHMENT I

CITY OF CHICAGO, CONTRACT NO. 1281271

Contract Summary Sheet

Contract (PO) Number: 251641

Specification Number: 1281271

Name of Contractor: PATSON DBA TRANSCHICAGO TRUCK

City Department: DEPT OF FLEET AND FACILITY MANAGEMENT

Title of Contract: 1281271: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows MBE Participation 3% WBE Participation 2%

Term of Contract: **Start Date:** 12/20/2023

End Date: 12/20/2028

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$59,855,319.00

Brief Description of Work: 1281271: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows MBE Participation 3% WBE Participation 2%

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: 12/27/2023

MPS

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Vehicles & Heavy Equipment Solicitation #9858,1 (BID)
Supplier Name: PATSON DBA TRANSCHICAGO TRUCK Response# 541741

1281271: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows MBE Participation 3% WBE Participation 2%

Specification Number:1281271

Required for use by: DEPT OF ASSETS INFORMATION AND SERVICES

Bid/Proposal Submittal Date and Time: 11:00 AM Central Time, 06-DEC-2023

Deadline for Questions: 04:00 PM Central Time, 15-NOV-2023
Buyer: POLK-STAMPS, MELANIE
Email Address: Melanie.Polk-Stamps@cityofchicago.org
Phone Number: 312-744-4912
Pre-Solicitation Conference Date and Time: 10:00 AM Central Time, 08-NOV-2023
Pre-Solicitation Conference Location: The Pre-Bid Conference will be a Virtual Teams Meeting. All interested Attendees must register in advance of the Pre-Bid Conference Call.
Site Visit Date & Time: N/A
Site Visit Location: N/A

Response Status **Active**

Your response has been submitted to:

http://www.cityofchicago.org/eProcurement
iSupplier vendor portal registration is required.
Allow 3 business days to complete registration.

BRANDON JOHNSON **MAYOR**	**AILEEN VELAZQUEZ** **CHIEF PROCUREMENT OFFICER**

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Table of Contents

1 Header Information....3
1.1 General Information....3
1.2 Terms....3
1.3 Requirements....3
1.4 Attachments....11
1.4.1 Buyer Attachments....11
1.4.2 Supplier Attachments....11
1.5 Response Rules....11
2 Price Schedule....12
2.1 Line Information....12
2.2 Line Details....14
2.2.1 Line 1....14
2.2.2 Line 2....14
2.2.3 Line 3....14
2.2.4 Line 4....14
2.2.5 Line 5....14
2.2.6 Line 6....14
2.2.7 Line 7....15
2.2.8 Line 8....15
2.2.9 Line 9....15
2.2.10 Line 10....15
2.2.11 Line 11....15
2.2.12 Line 12....15
2.2.13 Line 13....16
2.2.14 Line 14....16
2.2.15 Line 15....16
2.2.16 Line 16....16
2.2.17 Line 17....16

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

1 Header Information

1.1 General Information

Title	**1281271: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies**
Description	**1281271: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows MBE Participation 3% WBE Participation 2%**
Amendment Date	**21-NOV-2023 14:57:49**
Amendment Description	**Addendum No. 1 - Revisions, Clarifications, and answers to questions received.**

Preview Date	**01-NOV-2023 10:00:00**	Open Date	**01-NOV-2023 10:00:00**
Close Date	**11:00 AM Central Time, 06-DEC-2023**	Award Date	**Not Specified**
Time Zone	**Central Time**	Buyer	**POLK-STAMPS, MELANIE**
Quote Style	**Sealed**	Email	**Melanie.Polk-Stamps@cityofchicago.org**
Event	**Vehicles & Heavy Equipment**	Outcome	**Blanket Purchase Agreement**

Note Application Support and Training
Please reach out to the Support line for any login and general issues regarding the application.
Support Line: 312-744-HELP or 312-744-4357
Email: CustomerSupport@cityofchicago.org.
A ticket will be created, and a subject matter expert will reach back out to you.
For guides and training videos to assist you with uploading your bids.
https://www.chicago.gov/city/en/depts/dps/isupplier/online-training-materials.html
Bid tabulations will be available at the below website: https://webapps1.chicago.gov/vcsearch/bidtabs

1.2 Terms

Effective Start Date	**Not Specified**	Effective End Date	**Not Specified**
Ship-To Address	**038- MAIN OFF 333 S. STATE ROOM LL30 Chicago, IL 60604 United States**	Bill-To Address	**038- MAIN OFF 333 S. STATE ROOM LL30 Chicago, IL 60604 United States**
Payment Terms	**IMMEDIATE**	Carrier	
FOB	**CITY OF CHICAGO**	Freight Terms	
Response Valid Until	**01-MAR-2024**	Reference Number	
Total Agreement Amount (USD)	**Not Specified**	Minimum Release Amount (USD)	**Not Specified**

1.3 Requirements

<B>KEY SOLICITATION PARAMETERS</B>
PERFORMANCE BOND: NONE ..... Type **No Response Required**
CITY BUSINESS PREFERENCE: CITY BUSINESS PREFERRED ..... Type **No Response Required**
ALTERNATIVE FUEL VEHICLE PREFERENCE: .....

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<B>KEY SOLICITATION PARAMETERS</B>
Type **No Response Required**
CONTRACT SPECIFIC GOALS: MBE PARTICIPATION 3% WBE PARTICIPATION 2% ..... Type **No Response Required**
FUNDING SOURCE: BOND ..... Type **No Response Required**
FUND NUMBER: 023.0C79.0382140.4001.220450.40001131 AND VARIOUS ..... Type **No Response Required**
DPS UNIT: Department of Procurement Services ..... Type **No Response Required**
EXHIBITS: Yes (5) ..... Type **No Response Required** Value Type **Numeric Value only**
CONTRACT TERM: (5) YEARS 60 MONTHS - TERM EXTENSION 181- DAYS ..... Type **No Response Required**
PRE-BID/PRE-PROPOSAL CONFERENCE: YES ..... Type **No Response Required**
<B>BIDDER EXCEPTIONS</B>
Any deviations from or exceptions to any provisions or requirements of the bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted here or in an attachment, with the exact nature of the change outlined in sufficient detail, and as provided in the contract terms and conditions "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection of its bid. ..... Type **Optional** ..... *Your response value:* NONE
Enter the EDS number from your EDS Certificate and attach the certificate. ..... Value Type **Numeric Value only** ..... *Your response value:* 191,818
<B>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</B>
This is a checklist of all supporting documents that must be attached to your bid response. Attach all documents specified below. After attaching, click "YES" to indicate that the attachment was completed. ..... Type **No Response Required**
- Proposal Page completed, signed and notarized - (ALL) ..... Acceptable Values YES

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<B>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</B>
NO ..... *Your response value:* YES
- Proposal To Be Completed By a Corporation - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Proposal To Be Completed By a Partnership - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Proposal To Be Completed By a Joint Venture - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Proposal To Be Completed By a Sole Proprietor - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Bid Execution Page - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Request for a reduction or waiver of MBE/WBE goals - (ALL) ..... Acceptable Values YES NO ..... *Your response value:*

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<B>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</B>
NO
- Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS) - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Certificate of Insurance ..... Acceptable Values YES NO ..... *Your response value:* YES
BID INCENTIVE / PREFERENCE AFFIDAVIT(S) ..... Type **No Response Required**
- Local Manufacture Affidavit - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Chicago Business Affidavit - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Small Business/Veterans Preference Joint Venture - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Alternatively Powered Vehicles affidavit - (ALL) ..... Acceptable Values YES NO ..... *Your response value:*

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<B>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</B>
NO
- Copy of current Registration for Authority to Deal in Vehicles issued by the Illinois Secretary of State (Vehicle/Heavy Equipment) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Evidence validating the Contractor's current status of authorized dealer or distributor of the manufacturer of the proposed vehicles and/or parts (Vehicle/Heavy Equipment) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Literature / Data (i.e. Manufacturer's published literature for the proposed vehicle) (if required) (Vehicle/Heavy Equipment) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Manuals, Certificates, Applications(if required) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Bidder Contact Information - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Bidder qualifications and/or certifications, permits, licenses, vehicle stickers, etc. (if required) ..... Acceptable Values YES NO ..... *Your response value:*

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<B>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</B>
YES
M/WBE DOCUMENTS ..... Type **No Response Required**
- Schedule B - MBE/WBE Affidavit of Joint Venture - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Schedule C-1 - – MBE/WBE Letter of Intent To Perform As a Subcontractor or Supplier - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* YES
-Schedule D-1 - Compliance Plan Regarding MBE and WBE Utilization - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* YES
- Request for Full or Partial Waiver - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Letters of Certification for all M/WBE's - (ALL) ..... Acceptable Values YES NO ..... *Your response value:* YES
TARGET MARKET MBE/WBE COMPLIANCE PLAN ..... Type **No Response Required**
- Current Letter of Certification from the City of Chicago or Cook County for Bidder and any other MBE/WBE participant(s) ..... Acceptable Values

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<B>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</B>
YES NO ..... *Your response value:* NO
- Schedule B-2 - (Joint Venture) ..... Acceptable Values YES NO ..... *Your response value:* NO
- Schedule C-2 ..... Acceptable Values YES NO ..... *Your response value:* NO
- Schedule D-2 ..... Acceptable Values YES NO ..... *Your response value:* NO
SMALL BUSINESS ENTERPRISE (SBE) DOCUMENTS ..... Type **No Response Required**
- Schedule B-6 - Affidavit of SBE Joint Venture ..... Acceptable Values No Yes ..... *Your response value:* No
- Schedule C-6-P - Letter of Intent to Perform as a Prime Contractor ..... Acceptable Values No Yes ..... *Your response value:* No
- Schedule C-6-S - Letter of Intent to Perform as a Supplier or Subcontractor ..... Acceptable Values

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<B>COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST</B>
No Yes ..... *Your response value:* No
- Schedule D-6 - Affidavit of Prime Contractor SBI-2 Compliance Plan ..... Acceptable Values No Yes ..... *Your response value:* No
- Letters of Certification for all SBE's ..... Acceptable Values No Yes ..... *Your response value:* No
MID-SIZED BUSINESS (MSB) ENTERPRISE DOCUMENTS ..... Type **No Response Required**
- Schedule B-7- Affidavit of MSB Joint Venture ..... *Your response value:* 0
- Schedule C-7-P - Mid-Sized Business Enterprise (MSB) Letter of Intent to Perform as Prime Contractor ..... *Your response value:* 0
- Schedule C-7-S Mid-Sized Business Enterprise (MSB) Letter of Intent to Perform as Subcontractor or Supplier ..... *Your response value:* 0
- Schedule D-7 - Affidavit of Prime Contractor Regarding Mid-Sized Business Initiative Compliance Plan ..... *Your response value:* 0
- AFFIDAVIT OF MID-SIZED BUSINESS STATUS ..... *Your response value:* 0
- If you are not bidding a specific line(s) within a Group, enter a price of $0.0000000001 into the unit price field of the bid line(s). Please comply with other solicitation provisions, if any, requiring bidding of all lines in order for your bid to be considered responsive. ..... Type **No Response Required**

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1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
Attachment 001 Addendum No. 1	File	
ATTACHMENT 01: SCOPE OF WORK DETAILED SPECIFICATIONS	File	

1.4.2 Supplier Attachments

Name	Data Type	Description
AUTHORIZED DEALER	Web Page	
BID ACCEPTANCE BY CITY	Web Page	
BID EXECUTION BY CORPORATION PAGE 166	Web Page	
CONTACT INFORMATION	Web Page	
EDS	Web Page	
INSURANCE	Web Page	
LITERATURE	Web Page	
MECHANICAL AND ELECTRIC PARTS WORKSHEET	Web Page	
REGISTRASTION FOR AUTHORITY	Web Page	
RUSTPROOFING	Web Page	
SCHEDULE C1	Web Page	
SCHEDULE D1	Web Page	
SEXUAL HARRASSMENT	Web Page	

1.5 Response Rules

- ☐ Solicitation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☐ Suppliers are allowed to respond to selected lines
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Buyer may close the solicitation before the Close Date
- ☐ Buyer may manually extend the solicitation while it is open

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2 Price Schedule

2.1 Line Information

Display Rank As **No indicator displayed**
Ranking **Price Only**
Cost Factors **None**
Response Total (USD) **59,855,319.00**

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
1 TRUCKS, CAB / CHASSIS - 6 X 4 DIESEL POWERED CONVENTIONAL CAB / CHASSIS	0705442 100	200	Each	169,921	33,984,200.00
2 TRUCKS, CAB / CHASSIS - OPTION, STEEL DUMP BODY	0705442 570	40	Each	28,677	1,147,080.00
3 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY	0705442 560	150	Each	44,638	6,695,700.00
4 TRUCKS, CAB / CHASSIS - OPTION, PTO DRIVEN HYDRAULIC SYSTEM	0705442 520	50	Each	11,210	560,500.00
5 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY WITH CONVEYOR, SPINNER AND PREWET TANKS	0705442 562	10	Each	66,422	664,220.00
6 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL INSERT WITH CONVEYOR, SPINNER AND PREWET TANKS	0705442 398	150	Each	27,630	4,144,500.00
7 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL INSERT WITH ANTI-ICING TANKER	0705442 399	40	Each	29,066	1,162,640.00
8 TRUCKS, CAB / CHASSIS - OPTION, PLOW FRAME, HITCH AND CRANKSHAFT-DRIVEN HYDRAULIC SYSTEM WITH ELECTRONIC CONTROLLER	0705442 500	150	Each	47,698	7,154,700.00
9 TRUCKS, CAB / CHASSIS - OPTION, MAINTENANCE	0705442 490	100	Each	2,000	200,000.00

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount
SOFTWARE PACKAGE					
10 TRUCKS, CAB / CHASSIS - OPTION, LAPTOP COMPUTER, COMPATIBLE WITH MAINTENANCE SOFTWARE	0705442 480	100	Each	3,000	300,000.00
11 TRUCKS, CAB / CHASSIS - OPTION, FIXED ANGLE SNOW PLOW	0705442 440	20	Each	6,874	137,480.00
12 TRUCKS, CAB / CHASSIS - OPTION, REVERSIBLE SNOW PLOW	0705442 550	180	Each	8,846	1,592,280.00
13 TRUCKS, CAB / CHASSIS - OPTION, AUXILIARY HEATER SYSTEM	0705442 400	10	Each	10,328	103,280.00
14 PARTS, MECHANICAL AND ELECTRICAL (SEE PARTS WORKSHEET)		1	Mark Up	1,751,239	1,751,239.00
15 VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	9284757 300	1,000	Hour	185	185,000.00
16 VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	9284757 301	100	Hour	225	22,500.00
17 VEHICLE TOWING - DRIVE, TOW OR TRANSPORT VEHICLES OR EQUIPMENT BETWEEN CITY FACILITY AND CONTRACTOR'S SHOP (EACH WAY)	9689093 105	100	Each	500	50,000.00

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2.2 Line Details

2.2.1 Line 1 TRUCKS, CAB / CHASSIS - 6 X 4 DIESEL POWERED CONVENTIONAL CAB / CHASSIS

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.2 Line 2 TRUCKS, CAB / CHASSIS - OPTION, STEEL DUMP BODY

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.3 Line 3 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.4 Line 4 TRUCKS, CAB / CHASSIS - OPTION, PTO DRIVEN HYDRAULIC SYSTEM

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.5 Line 5 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL DUMP BODY WITH CONVEYOR, SPINNER AND PREWET TANKS

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.6 Line 6 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL INSERT WITH CONVEYOR, SPINNER AND PREWET TANKS

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

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2.2.7 Line 7 TRUCKS, CAB / CHASSIS - OPTION, STAINLESS STEEL INSERT WITH ANTI-ICING TANKER

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.8 Line 8 TRUCKS, CAB / CHASSIS - OPTION, PLOW FRAME, HITCH AND CRANKSHAFT-DRIVEN HYDRAULIC SYSTEM WITH ELECTRONIC CONTROLLER

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.9 Line 9 TRUCKS, CAB / CHASSIS - OPTION, MAINTENANCE SOFTWARE PACKAGE

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.10 Line 10 TRUCKS, CAB / CHASSIS - OPTION, LAPTOP COMPUTER, COMPATIBLE WITH MAINTENANCE SOFTWARE

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.11 Line 11 TRUCKS, CAB / CHASSIS - OPTION, FIXED ANGLE SNOW PLOW

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.12 Line 12 TRUCKS, CAB / CHASSIS - OPTION, REVERSIBLE SNOW PLOW

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

2.2.13 Line 13 TRUCKS, CAB / CHASSIS - OPTION, AUXILIARY HEATER SYSTEM

Category	**07054..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.14 Line 14 PARTS, MECHANICAL AND ELECTRICAL (SEE PARTS WORKSHEET)

Category	**06099.89.**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.15 Line 15 VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS

Category	**92847..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.16 Line 16 VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS

Category	**92847..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.17 Line 17 VEHICLE TOWING - DRIVE, TOW OR TRANSPORT VEHICLES OR EQUIPMENT BETWEEN CITY FACILITY AND CONTRACTOR'S SHOP (EACH WAY)

Category	**96890..**	Start Price (USD)	**Not Specified**
Shopping Category	**Not Specified**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

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November 22, 2023

ADDENDUM NO. 1
FOR
6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows
SPECIFICATION NO. # 1281271 RFQ NO. (9858,1)

For which bids are scheduled to open in the Bid & Bond Room 103, City Hall, 121 N. LaSalle Street Chicago, Illinois 60602, at 11:00 a.m., on **December 6, 2023**

The following additions, changes and revisions are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in full force and are binding. Any additional work required by this Addendum shall conform to the applicable provisions of the original Contract Documents. Any and all addenda must be acknowledged by the vendor on the Execution Page by Addendum number. Failure on behalf of the vendor may be cause for rejection of bid.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID EXECUTION PAGE

NOTICE OF REVISIONS/CHANGES/CLARIFICATIONS

REVISION	DESCRIPTIONS
1.	Article 6, Scope of Work and Detailed Specifications, Section 6.42.2., Overall Design, is hereby deleted in its entirety and replaced with the following language: **Section 6.42.2. Overall Design** Capacity must be a minimum of 10 cubic yards. Inside length must be approximately 11-foot, outside length must be approximately 12-foot for inserting into truck body, with suitable tiedowns. The insert design must maximize the capacity and lower the center of gravity of the unit. Insert side height must be a minimum of 32”.
2.	Article 6, Scope of Work and Detailed Specifications, Section, 6.42.9 Rear Hinge Assembly is hereby deleted in its entirety**.**
3.	Article 6, Scope of Work and Detailed Specifications, Section 6.38.1, Intent, is deleted in its entirety and replaced with the following language: **6.38.1. Intent** Intent Bid line #2 describes a steel, extra heavy duty rear discharge dump body,

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	with “western” style understructure (no crossmembers). Unless otherwise indicated, body dimensions and capacities are approximate. Outside body length must be approximately 13’. Body inside length must be approximately 12’. 6X4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows, Specification Number 1281271 Vehicles & Repair Form 3.30.2022 Scope of Work and Detailed Specifications 86 Proposed pricing for this bid line (steel dump body) must include installation onto the chassis specified in Bid Line #1.
4.	Article 6, Scope of Work and Detailed Specifications, Section 6.41.4., Conveyor, is deleted in its entirety and replaced with the following language: **6.41.4. Conveyor** The conveyor must be mounted 10” from truck frame to body floor height for lower center of gravity and lower mounting height. 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. Conveyor floor must be constructed 3/16” AR400, 190,000 PSI yield, 200,000 PSI tensile strength, Brinell hardness of 400. Drive sprockets must be double keyed to conveyor shaft, 2” diameter drive and idler shafts with 8 tooth sprockets. The conveyor must be driven by a heavy duty motor. The main conveyor must be minimally be 18” wide with 304 or 201 2B stainless steel bolts on underbody pans. The conveyor must have and on/off switch located at rear of body which functions independently of cab mounted conveyor controls. The body must have an integrated 304 or 201 2B stainless steel, 15” spreader apron. Bolt on pans should be provided under the extension apron. A bolt-on cover should be provided to seal the opening under the full depth of the rear corner posts on both sides, full width to the body longsill. Additional bolt-on covers should be provided to seal the opening under the spreader apron. The conveyor must have a pintle chain with ¼” by 1½” conveyor crossbars spaced on every link. Crossbars must be welded top and bottom.
5.	Article 6, Scope of Work and Detailed Specifications, Section 6.41.14 Painting & Finishing is hereby deleted in its entirety and replaced with the following language: **6.41.14. Painting & Finishing** All stainless steel surfaces must be unpainted, cleaned with an acid wash solution to remove carbon “burns” from the stainless steel webs. All non-stainless steel components must be painted.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

	Reflective tape must be added to the sides and rear of the body, approximately 4" width strip, alternating red and white reflective colors. Location must be approved by AIS's Automotive Engineering Section, prior to installation.
6.	Article 6, Scope of Work and Detailed Specifications, Section 6.42.9. Rear Hinge Assembly is hereby deleted in its entirety.
7.	Article 6, Scope of Work and Detailed Specifications, Section 6.42.11. Painting & Finishing is hereby deleted in its entirety and replaced with the following language: **6.42.11. Painting & Finishing** All stainless steel surfaces must be unpainted, cleaned with an acid wash solution to remove carbon "burns" from the stainless steel webs. All non-stainless steel components must be painted. Reflective tape must be added to the sides and rear of the insert, approximately 4" width strip, alternating red and white reflective colors. Location must be approved by AIS's Automotive Engineering Section, prior to installation
8.	Article 6, Scope of Work and Detailed Specifications, Section 6.43.7. Painting & Finishing is hereby deleted in its entirety and replaced with the following language: **6.43.7. Painting & Finishing** All stainless steel surfaces must be unpainted, cleaned with an acid wash solution to remove carbon "burns" from the stainless steel webs. All non-stainless steel components must be painted. Reflective tape must be added to the sides and rear of the insert, approximately 4" width strip, alternating red and white reflective colors. Location must be approved by AIS's Automotive Engineering Section, prior to installation
9.	Article 6, Scope of Work and Detailed Specifications Section 6.48 Bid Line #12: Reversible Snow Plow is hereby deleted in its entirety and replaced with the following language: **Section 6.48 Bid Line #12: Reversible Snow Plow** The Contractor must provide pricing for a reversible snow plow, with spring trip, steel moldboard, reversible angle push frame, and continuous seam welding. 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. Two horizontal braces must be provided. Plow attack angle must be adjustable between 5° and 20°.

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	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. A 1080 C steel cutting edge, 11' x .5" x 6" must also be installed. Plow must be designed to allow continuous level lift in any position. Push frame must be 96", constructed from 4" square tube, with a .375" thickness. 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. Semi-circle pivot and reversing cylinders yokes must be constructed from .5" steel plate. Two reversing stops must be welded to the semi-circle. A 3" x 10" x .5" moldboard attack angle brace connection plate must be continuously welded to the push frame assembly. Reversing action must be accomplished through the use of two 3" x 10" x 1.5" nitrided, double-acting hydraulic cylinders. Prior to finishing, all metal surfaces must be phosphate washed. Plow must be painted or powder coated yellow. Plow must be fully compatible with the "Tor-Loc"or equivalent plow hitch mating system described elsewhere in this document.

RESPONSES TO QUESTIONS/REQUESTS FOR CLARIFICATIONS

The following questions and requests for clarification were submitted in accordance with the instructions provided in the Contract Documents. The City's response follows each question or request for clarification in the table below:

Question No. 1:	6.42.2 Insert side height must be approximately 32" (Our V-Box with 10-yard capacity is 62" Tall, Is this acceptable?)
Response:	Yes, this is acceptable. See Revision 1.
Question No. 2:	6.42.9 Rear Hinge Assembly Two- 303 stainless steel hinge pins must be connected to 2 ½" hinge blocks using replaceable composite bushings for a minimal pin- to bushing clearance. (Not sure if this is the correct location and it sounds like a dump body rear hinge?)
Response:	See Revision 2: Article 6, Scope of Work and Detailed Specifications, Section, 6.42.9 Rear Hinge Assembly has been deleted in its entirety.

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Question No. 3:	Does the City have a V-Box and Anti-Ice unit we can come out to see for reference?
	A unit will be available during the Pre-Construction Meeting.
Question No. 4:	**6.38.1 Bid Line 2 Intent (page 85)** The opening statement states, “braceless side, (no vertical side braces)”. On 6.38.3 (page 86), the second statement says intermediate and horizontal stiffening ribs…. Should the opening statement on 6.38.1 omit the mention of “braceless side” and possibly move the “(no vertical side braces)” to 6.38.3 line 2 as 6.38.3 does call for the intermediate horizontal rib?
Response:	The language in section 6.38.1. has been updated: see Revision 3.
Question No. 5:	**6.41.4 Bid Line 5 Conveyor (page 92)** The conveyor section calls for the main conveyor to be approximately 18” wide. Will the city allow for a 28” conveyor?
Response:	Yes, see Revision 4.
Question No. 6:	**6.41 Bid Line 5 Conveyor (page 92)** The specification only calls for a pintle chain with ¼” x 1-1/2” links. Would the city consider ½” x 1-1/2”.
Response:	Yes, ½” x 1-1/2” exceeds the requirements in the Specification and therefore, would be acceptable.
Question No. 7:	**6.41.6 Bid Line 5 Pre-Wet System (Page 93)** The specification does not include any verbiage with regards to a flow meter for providing feedback to the hydraulic control system. Does the prewet need to have a flow meter?
Response:	The Specification does not have any flow meter requirement.
Question No. 8:	**6.41.14 Bid Line #5 (page 95)** Specification calls for all non-stainless-steel components must be painted aluminum. Would the city allow for non-stainless components to be painted black?
Response:	Yes, any color paint is acceptable. See Revision 5.
Question No. 9:	**6.42 Bid Line #6 (page 95)** Q. Can the city provide clarification on what this body is being described? The specifications for this complete line option appear to be similarly written to 6.41 Bid Line #5 dump body with conveyor and prewet with exception this line does not call out a hoist and has a narrower conveyor chain. Additionally, 6.42.9 calls for a rear hinge assembly which normally not be used on an insert type body. If the body described is currently in use by the City of Chicago, would it be possible to get a make and model

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	of that body for reference purposes? If the body specified in this line is not currently in use, can the city provide a make or model to which this section is written upon for reference purposes?
Response:	See Revision 6: Section 6.42.9. Rear Hinge Assembly has been deleted in its entirety.
Question No.10:	**6.42.11 Bid Line #6 (page 97)** Specification calls for all non-stainless-steel components must be painted aluminum. Would the city allow for non-stainless components to be painted black?
Response:	Yes, any color paint is acceptable. See Revision 7.
Question No. 11:	**6.43 Bid Line #7 (Page 97)** Q. Can the city provide clarification on what is being described in this section? The specification sounds like the intent is for a traditional slip in anti-icing liquid application tank system which would generally consist of a skid frame with legs, tank, and associated plumbing components. However, the specification on this line reads like the unit is somewhat of a dump body with a tank as sections 6.43.2-6.43.3 call for a side height, floor and rear apron along with lighting specified in 6.43.6. If the unit described is currently in use by the City of Chicago, would it be possible to get a make and model of that unit for reference purposes? If the unit specified in this line is not currently in use, can the city provide a make or model to which this section is written upon for reference purposes?
Response:	The requirements in the Specification are the only requirements. The unit being described in Bid Line 7 is not currently being used by the City of Chicago. Further, there is not one specific unit with a particular make and model being used for the description in Bid Line 7. Any unit that meets the requirements in Bid Line 7 will be acceptable.
Question No. 12:	**6.43.4 Anti-Icing System (page 98)** Since this anti-ice system will be spraying up to 3 lanes, should the pump be closer to the 200gpm range rather than 40 GPM?
Response:	In accordance with Section 6.43.4., the anti-icing pump must be self-priming with a capacity of 40 GPM at 80 PSI. This reflects the minimum requirements for the anti-icing pump.
Question No. 13:	**6.43.4 Anti-Icing System (page 98)** Q. The pump configuration outlined in this portion of the specification appears to be closer to a prewetting type pump and not a liquid application spreader type pump. Generally, and anti-icing pump with have a direct coupled hydraulic motor rather than connected with a “flex

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	coupling". Additionally, due to the size of the traditional anti-ice pump and motor configuration, the anti-ice pump would be externally mounted on the rear of the tank skid frame, outside the rear of the body, as to be positioned in a manner for the tank to create head pressure on the pump. Could the city verify/clarify if the spec, as written, accurately describes the desired unit?
Response:	Yes, Section 6.43.4. as drafted accurately describes the unit being sought in the Specification.
Question No. 14:	**6.43.7 Bid Line #7 (page 99)** Specification calls for all non-stainless-steel components must be painted aluminum. Would the city allow for non-stainless components to be painted black?
Response:	Yes, any color paint is acceptable. See Revision 8.
Question No. 15:	**6.48 Bid Line # 12 (Page 105)** The specification calls for the reversing stops to be constructed of 1" x 5" plate. Would the city accept formed angle stops that are 5/8" thick x 3" tall, formed to a 4" x 13" angle?
Response:	Yes, see Revision 9 updating the language in Section 6.48.
Question No. 16:	In order to better reflect the inflationary metrics in the truck equipment industry, would City of Chicago reference the PPI index for Transportation Equipment: Truck and Bus Bodies (WPU1413) instead of Trucks, Over 14000lbs GVW (WPU141106?)
Response:	No, the producer's price index referenced in Section 6.9, Price Adjustments for Vehicles and Equipment (WPU141106) shall remain unchanged.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM NO. 1

END OF ADDENDUM NO. 1

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

AILEEN VELAZQUEZ
CHIEF PROCUREMENT OFFICER

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Table of Contents

BID SUBMITTAL CHECKLIST i
Article 1. Requirements for Bidding and Instructions to Bidders 1
1.1. The Bid Documents 1
1.2. Obtaining the Bid Documents 1
1.3. Clarifications and Addenda 1
1.4. Examination of the Bid Documents and Work Site 1
1.5. Pre-Bid Conference 2
1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline 2
1.7. Exceptions 2
1.8. Taxes Included in Bid Prices 2
1.9. Bid Prices Must Incorporate All Costs 2
1.10. Completion of the Bid Documents 2
1.11. Conflicts of Interest 3
1.12. Required Forms and Fees 3
1.12.1. Certificate of Filing for Online EDS 3
1.12.2. MBE/WBE and VBE Programs 3
1.12.3. Bid Deposits and Bid Bonds 4
1.12.4. Performance and Payment Bonds 4
1.12.5. Contractor's Financial Statement 4
1.12.6. Other Required Forms and Documents 4
1.13. Trade Names and Substitutions 5
1.14. Authorized Dealer/Distributor 5
1.15. Estimated Quantities 6
1.16. Submission of Bids 6
1.16.1. Date, Time, and Place 6
1.16.2. Transparency Website; Trade Secrets 6
1.16.3. Technical Difficulties 6
1.17. Withdrawal of Bids 7
1.18. Bid Opening 7
1.19. Effective Term of Bid 7
1.20. Evaluation of Bids 7
1.20.1. Determination of Responsiveness 7
1.20.1.1. Must Bid All Line Items 7
1.20.1.2. Mathematical Calculations 7
1.20.1.3. Unbalanced Bids 7
1.20.1.4. Cash Billing Terms 8
1.20.2. Determination of Responsibility 8
1.20.2.1. Bidder Debts or Defaults 8
1.20.2.2. Competency of Bidder 8
1.21. Rejection of Bids and Waiver of Informalities 8
1.22. Statutory Adjustments to the Bid 8
1.22.1. City-based Businesses (Chicago Business Preference) 8
1.22.2. Locally Manufactured Goods 9
1.22.3. Alternatively Powered Vehicles Bid Incentive 10
1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive 10

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive 11
1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures... 11
1.22.4.1. Definitions 11
1.22.4.2. Bid Incentive 12
1.22.5. Business Enterprises Owned By People With Disabilities (BEPD) Commitment 13
1.22.5.1. Policy and Terms 13
1.22.5.2. Definitions 13
1.22.5.3. Commitments 13
1.22.5.4. Records and Reports 14
1.22.6. Mentoring Program Bid Preference (MCC 2-92-535) 14
1.22.7. Child Support Arrearage 15
1.22.8. Bid Incentive to Encourage Diverse Management and Workforce (MCC 2-92-407) 15
1.22.9. MacBride Principles Ordinance 16
1.23. Consideration of Bids 17
1.24. Bid Protests 17
1.25. Award of Contract; Notice of Award 17
1.26. Title VI Solicitation Notice 17
1.27. Policy Prohibiting Sexual Harassment (MCC 2-92-612) 17
1.28. Policy Regarding Non-Disclosure of Salary History (MCC 2-92-385) 17
Article 2. Incorporation of Exhibits 18
Article 3. Standard Terms And Conditions 19
3.1. General Provisions 19
3.1.1. Definitions 19
3.1.2. Interpretation of Contract 20
3.1.2.1. Order of Precedence 20
3.1.2.2. Interpretation and Rules 20
3.1.2.3. Severability 21
3.1.2.4. Entire Contract 21
3.1.3. Subcontracting and Assignment 21
3.1.3.1. No Assignment of Contract 21
3.1.3.2. Subcontracts 21
3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval 22
3.1.3.4. City's Right to Assign 22
3.1.3.5. Assigns 22
3.1.4. Contract Governance 22
3.1.4.1. Governing Law and Jurisdiction 22
3.1.4.2. Consent to Service of Process 22
3.1.4.3. Cooperation by Parties and between Contractors 22
3.1.4.4. No Third Party Beneficiaries 23
3.1.4.5. Independent Contractor 23
3.1.4.6. Authority 23
3.1.4.7. Joint and Several Liability 23
3.1.4.8. Notices 23
3.1.4.9. Amendments 24
3.1.4.10. No Waiver of Legal Rights 24
3.1.4.11. Non-appropriation of Funds 24
3.1.4.12. Participation By Other Government Agencies 24

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

3.1.5. Confidentiality 25
3.1.6. Indemnity 25
3.1.7. Non-Liability of Public Officials 26
3.1.8. Contract Extension For Continuity of Services 26
3.2. Compensation Provisions 26
3.2.1. Ordering, Invoices, and Payment 26
3.2.1.1. Purchase Orders 26
3.2.1.2. Invoices 27
3.2.1.3. Payment 27
3.2.1.4. Electronic Ordering and Invoices 27
3.2.1.5. City Right to Offset 27
3.2.1.6. Records 28
3.2.1.7. Audits 28
3.2.1.7.1. City's Right to Conduct Audits 28
3.2.1.7.2. Recovery for Over-Billing 28
3.2.2. Subcontractor Payment Reports 28
3.2.3. Prompt Payment to Subcontractors 29
3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts 29
3.2.3.2. Payment to Subcontractors Within Seven Days 29
3.2.3.2.1. Reporting Failures to Promptly Pay 29
3.2.3.2.2. Whistleblower Protection 30
3.2.3.3. Liquidated Damages for Failure to Promptly Pay 30
3.2.3.4. Action by the City 30
3.2.3.5. Direct Payment to Subcontractors By City 30
3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions 31
3.3. Compliance With All Laws 31
3.3.1. General 31
3.3.2. Certification of Compliance with Laws 31
3.3.3. Federal Affirmative Action 31
3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements 32
3.3.4.1. Title VI List of Pertinent Non-Discrimination Acts and Authorities 32
3.3.4.2. Compliance with Regulations 33
3.3.4.3. Non-discrimination 33
3.3.4.4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment 33
3.3.4.5. Information and Reports 33
3.3.4.6. Sanctions for Noncompliance 33
3.3.4.7. Incorporation of Provisions 33
3.3.5. Other Non-Discrimination Requirements 33
3.3.5.1. Illinois Human Rights Act 33
3.3.5.1.1. Generally 33
3.3.5.1.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.) 34
3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause 34
3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 6-10 (formerly Ch. 2-160) 35
3.3.5.3. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390 35
3.3.5.4. Business Enterprises Owned by People With Disabilities (BEPD) 35
3.3.6. Wages 35

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS") 36
3.3.7.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b) 36
3.3.7.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification 36
3.3.7.3. Federal Terrorist (No-Business) List 37
3.3.7.4. Governmental Ethics Ordinance 2-156 37
3.3.7.5. Lobbyists 37
3.3.8. Restrictions on Business Dealings 38
3.3.8.1. Prohibited Interests in City Contracts 38
3.3.8.2. Conflicts of Interest 38
3.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4 38
3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380 39
3.3.10. Other City Ordinances and Policies 40
3.3.10.1. False Statements 40
3.3.10.2. MacBride Principles Ordinance, MCC Sect. 2-92-580 40
3.3.10.3. City Hiring Plan Prohibitions 40
3.3.10.4. Inspector General 41
3.3.10.5. Duty to Report Corrupt Activity 41
3.3.10.6. Electronic Mail Communication 41
3.3.10.7. Participation By Other Local Government Agencies 41
3.3.10.8. Policy Prohibiting Sexual Harassment (MCC 2-92-612) 41
3.3.10.9. Policy on Non-Disclosure of Salary History (MCC 2-92-385) 42
3.3.10.10. Business Diversity Program Reporting 42
3.3.10.10.1. Policy 42
3.3.10.10.2. Definitions 43
3.3.10.10.3. Business Diversity Program Reports 43
3.3.10.10.4. Applicability 43
3.3.11. COVID-19 Vaccination Policy 43
3.3.12. Compliance with Environmental Laws and Related Matters 43
3.3.12.1. Definitions 43
3.3.12.2. Joint Ventures 44
3.3.12.3. Compliance With Environmental Laws 44
3.3.12.4. Costs 44
3.3.12.5. Proof of Noncompliance; Authority; Cure 45
3.3.12.6. Copies of Notices and Reports; Related Matters 45
3.3.12.7. Requests for Documents and Information 46
3.3.12.8. Environmental Claims and Related Matters 46
3.3.12.9. Preference for Recycled Materials 46
3.3.12.10. No Waste Disposal in Public Way MCC 11-4-1600(E) 46
3.4. Contract Disputes 47
3.4.1. Procedure for Bringing Disputes to the Department 47
3.4.2. Procedure for Bringing Disputes before the CPO 47
3.5. Events of Default and Termination 47
3.5.1. Events of Default 47
3.5.2. Cure or Default Notice 48
3.5.3. Remedies 49
3.5.4. Non-Exclusivity of Remedies 49
3.5.5. City Reservation of Rights 49

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

3.5.6. Early Termination 49
3.6. Department-specific Requirements 50
3.6.1. Department of Aviation Standard Requirements 50
3.6.1.1. Confidentiality of Airport Security Data 50
3.6.1.2. Aviation Security 50
3.6.1.3. Airport Security Badges 50
3.6.1.4. General Requirements Regarding Airport Operations 51
3.6.1.4.1. Priority of Airport Operations 51
3.6.1.4.2. Interruption of Airport Operations 52
3.6.1.4.3. Safeguarding of Airport Property and Operations 52
3.6.1.4.4. Work on the Airfield 52
3.6.1.4.5. Parking Restrictions 53
3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520) 53
3.6.2. Emergency Management and Communications (OEMC) Security Requirements 53
3.6.2.1. Identification of Workers and Vehicles 53
3.6.2.2. Access to Facilities 54
3.6.2.3. Security Badges and Vehicle Permits 54
3.6.2.4. Gates and Fences 55
3.6.2.5. Hazardous or Illegal Materials 55
3.6.3. Chicago Police Department Security Requirements 56
3.6.4. Department of Water Management ("DOWM") Security Requirements 56
3.6.4.1. Identification of Workers and Vehicles 56
3.6.4.2. Access to Facilities 56
3.6.4.3. Security Badges and Vehicle Permits 57
3.6.4.4. Gates and Fences 57
3.6.4.5. Hazardous or Illegal Materials 58
Article 4. Terms for Vehicle and Heavy Equipment Contracts 59
4.1. Blanket Releases / Purchase Orders 59
4.2. Delivery and Acceptance 59
4.2.1. Delivery 59
4.2.2. Delivery of Parts 59
4.2.3. Parts Pricing and Parts Invoicing 59
4.2.4. Inspection and Defects 59
4.2.5. Inspection Upon Delivery 60
4.2.6. Shipment errors 60
4.2.7. Acceptance 60
4.3. Unspecified Items 60
4.4. Quality and Source 61
4.4.1. Quality 61
4.4.2. Source 61
4.5. Manufacturer's Warranty & Product Information 61
4.6. Contractor's Warranties 61
4.7. Compensation 62
Article 5. Terms for Vehicle and Equipment Maintenance Contracts 63
5.1. Scope of Services 63
5.2. Estimated Quantities/Level of Service 63
5.3. Shop Facilities 63

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

5.4. Factory Trained Mechanics 63
5.5. Unspecified Services 63
5.6. Standard Working Hours 64
5.7. Timeliness 64
5.8. Delay 64
5.9. Quality of Workmanship and Materials 64
5.9.1. Standards of Performance 64
5.9.2. Correction of Work 64
5.9.3. Failure to Proceed with Directed Work 64
5.9.4. Protection of Work, Damages and Repairs 65
5.9.5. Clean Up 65
5.9.6. Public Convenience 65
5.9.7. Character of Workers 65
5.10. Work In Progress 65
5.11. Warranties for Repair Services and Replacement Parts 65
Article 6. Scope of Work and Detailed Specifications 67
6.1. General 67
6.2. Basis of Award 67
6.3. Funding 68
6.4. Contract Term 68
6.5. Illinois Prevailing Wage Act/Davis-Bacon Act 68
6.6. No Stated Goals for VBE Participation 68
6.7. Licensed New Vehicle Dealer 68
6.8. Invoice Processing 69
6.9. Price Adjustments for Vehicles and Equipment (Bid Lines 1 Thru 13) 70
6.10. Price Adjustment for Labor Rates (Bid Lines 15 and 16) 71
6.11. Price Adjustment for Parts (Bid Line 14) 71
6.12. Price Adjustment for Transportation of Equipment for Service (Bid Line 17) 71
6.13. Delivery of Vehicles and Equipment 71
6.13.1. Pre-Delivery, Servicing and Adjustments 71
6.14. Equipment, Component and Dimensional Data 71
6.15. Delivery 72
6.16. Vehicle and Equipment Additional Requirements 72
6.16.1. Meetings and Inspections 72
6.16.2. Approval Drawings 72
6.16.3. Equipment Demonstration 73
6.16.4. General Construction 73
6.17. Standard Product 73
6.18. Design and Construction Practices 73
6.19. Quality Control 74
6.20. Special Requirements for Auxiliary Electrical Equipment 74
6.21. Training/Technical Assistance 75
6.22. Manuals, Certificates, Applications 75
6.23. Software Licenses 75
6.24. Tax Incentives 75
6.25. Repair Services 76
6.25.1. Performance of Services 76

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

6.25.2. Written Repair Proposals 76
6.25.3. Irreparable Equipment 76
6.26. Service Requirements 76
6.26.1. Repair and Service Center Qualifications 76
6.27. Service and Repairs of Major Components and Sub-Systems 77
6.28. Inventory/Lead Time 77
6.29. Priority Service 77
6.30. Damage or Loss of Loss of Equipment 77
6.31. Work Items 78
6.32. Repair Estimate 78
6.33. Diagnostic Testing Fees 78
6.34. Acceptance of Parts and Repaired Equipment 78
6.35. Reporting Requirements 79
6.36. Upgrades, Accessories, or Additional Items 79
6.37. Bid Line #1: 6 X 4 Diesel Powered Conventional Cab / Chassis 79
6.37.1. Intent 79
6.37.2. Chassis 79
6.37.3. Frame 79
6.37.4. Front Axle and Suspension 79
6.37.5. Rear Axle and Suspension 80
6.37.6. Brake System 80
6.37.7. Power Steering 80
6.37.8. Exhaust System 80
6.37.9. Electrical Components 81
6.37.10. Front End Hood and Grille 82
6.37.11. Engine and Accessories 82
6.37.12. Transmission 83
6.37.13. Fuel Tank 83
6.37.14. Cab and Related Equipment 84
6.37.15. Radio Provision 84
6.37.16. Wheels and Tires 85
6.37.17. Painting and Finishing 85
6.37.18. Cab and Chassis Rustproofing 85
6.38. Bid Line #2: Steel Dump Body 85
6.38.1. Intent 85
6.38.2. Overall Design 86
6.38.3. Dump Body Construction 86
6.38.4. Tailgate 87
6.38.5. Body Hoist 87
6.38.6. Pintle Hook 88
6.38.7. Dump Body Painting 88
6.39. Bid Line #3: Stainless Steel Dump Body 88
6.39.1. Overall Design 88
6.39.2. Dump Body Construction 88
6.39.3. Tailgate 89
6.39.4. Body Hoist 89
6.39.5. Pintle Hook 90

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

6.39.6. Painting and Finishing 90
6.40. Bid Line #4: Power Take Off ("PTO") Driven Hydraulic System 90
6.40.1. Intent 90
6.40.2. PTO / Pump / Valves 91
6.41. Bid Line #5: Stainless Steel Dump Body With Conveyor, Spinner and Pre-Wet Tanks 91
6.41.1. Intent 91
6.41.2. Overall Design 91
6.41.3. Front Bulkhead, Side Walls and Floor Construction 91
6.41.4. Conveyor 92
6.41.5. Spinner and Chute Assembly 92
6.41.6. Pre-Wet System 93
6.41.7. Metering Orifice Tube or Nozzles 93
6.41.8. Tailgate 93
6.41.9. Top Grate Screens 94
6.41.10. Body Hoist 94
6.41.11. Rear Hinge Assembly 94
6.41.12. Pintle Hook 95
6.41.13. LED Light Package 95
6.41.14. Painting & Finishing 95
6.42. Bid Line #6: Stainless Steel Insert With Conveyor, Spinner and Pre-Wet Tanks 95
6.42.1. Intent 95
6.42.2. Overall Design 95
6.42.3. Side Walls and Floor Construction 95
6.42.4. Conveyor 95
6.42.5. Spinner and Chute Assembly 96
6.42.6. Pre-Wet System 96
6.42.7. Metering Orifice Tube or Nozzles 97
6.42.8. Top Grate Screens 97
6.42.9. Rear Hinge Assembly 97
6.42.10. LED Light Package 97
6.42.11. Painting & Finishing 97
6.43. Bid Line #7: Stainless Steel Insert with Spray bar and Anti-Icing Tank 97
6.43.1. Intent 97
6.43.2. Overall Design 97
6.43.3. Side Walls and Floor Construction 97
6.43.4. Anti-Icing System 98
6.43.5. Metering Orifice Tube or Nozzles 98
6.43.6. LED Light Package 98
6.43.7. Painting & Finishing 98
6.44. Bid Line #8: Plow Frame, Hitch and Crankshaft-Driven Hydraulic System with Electronic Controller 99
6.44.1. Intent 99
6.44.2. Plow Frame / Hitch Design 99
6.44.3. Plow Frame / Hitch Construction 99
6.44.4. Torque Arm 99
6.44.5. Plow Lift Cylinder 100
6.44.6. Plow Quick Coupler 100

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

6.44.7. Plow Braces 101
6.44.8. Plow Frame / Hitch Fasteners Etc. 101
6.44.9. Plow Frame / Hitch Painting 101
6.44.10. Crankshaft Driven Pump 101
6.44.11. Pump Mounting 101
6.44.12. Driveline 102
6.44.13. Hydraulic Reservoir 102
6.44.14. Filters 102
6.44.15. Hydraulic Lines 102
6.44.16. Hydraulic Valve Bank 102
6.44.17. Spreader Control Center 103
6.44.18. Pre-wet System Display 104
6.44.19. Plow Lights 104
6.45. Bid Line #9: Maintenance Software Package 104
6.46. Bid Line #10: Laptop Computer 104
6.47. Bid Line #11: Fixed Angle Snow Plow 104
6.48. Bid Line #12: Reversible Snow Plow 105
6.49. Bid Line #13: Auxiliary Heater System 105
6.50. Bid Line #14: Parts, Mechanical and Electrical 107
6.51. Bid Line #15: Labor to Perform Mechanical and Electrical Repair Services in Contractor's Shop, Regular Business Hours 107
6.52. Bid Line #16: Labor to Perform Mechanical and Electrical Repair Services in Contractor's Shop, Non-Regular Business Hours 107
6.53. Bid Line #17: Vehicle Towing- Drive, Two, or Transport Vehicles or Equipment Between City Facility and Contractor’s Shop (each way) 108
6.54. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597) 108
6.54.1. Definitions 108
6.54.2. Safety Enhancing Requirements 108
6.54.3. Compliance 109
6.54.4. Annual Waiver Requests 109
6.54.5. Costs 109
6.54.6. Enforcement 109
Article 7. Special Conditions Regarding Minority Business Enterprise Commitment, WomenBusiness Enterprise Commitment, and veteran business enterprise commitment For Commodities or Services 110
7.1. Policy and Terms 110
7.2. Definitions 111
7.3. Joint Ventures 112
7.4. Counting MBE/WBE and VBE Participation Toward the Contract Specific Goals 114
7.5. Reductions to or Waiver of MBE, WBE, and VBE Goals 115
7.5.1. Direct Participation 116
7.5.2. Assist Agency Participation in wavier/reduction requests 117
7.5.3. Impracticability 118
7.6. Procedure to Determine Bid Compliance 118
7.7. Reporting Requirements During the Term of the Contract 121
7.8. Changes to Compliance Plans 122
7.8.1. Permissible Basis for Change Required 122

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

7.8.2. Procedure for Requesting Approval 122
7.9. Non-Compliance and Damages 123
7.10. Arbitration 123
7.11. Equal Employment Opportunity 124
7.12. Attachments and Schedules 124
Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE/VBE Goals 125
Schedule B – Affidavit of MBE/WBE/VBE Joint Venture 126
Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant 132
Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan 133
SCHEDULE C-V 138
Article 8. insurance requirements 143
8.1. Insurance Required 143
8.1.1. Workers Compensation and Employers Liability (Primary and Umbrella) 143
8.1.2. Commercial General Liability (Primary and Umbrella) 143
8.1.3. Automobile Liability (Primary and Umbrella) 143
8.1.4. Excess/Umbrella 143
8.1.5. Garage Liability 144
8.1.6. Property 144
8.2. Additional Requirements 144
Article 9. Economic Disclosure Statement and Affidavit (EDS) 146
9.1. Online EDS Filing Required Prior To Bid Opening 146
9.2. Online EDS Web Link 146
9.3. Online EDS Number 146
9.4. Online EDS Certification of Filing 146
9.5. Preparation Checklist for Registration 147
9.6. Preparation Checklist for EDS Submission 147
9.7. EDS Frequently Asked Questions 148
Article 10. Bidder Contact Information 152
-City-Based Business Affidavit 154
Local Manufacturing Affidavit 156
Eligible Business For Bid Incentive For Alternatively Powered Vehicles Affidavit 157
Veteran-Owned Small Local Businesses And Eligible Joint Ventures Affidavit 158
Bidder's Commitment To Utilize Business Enterprises Owned By People With Disabilities (BEPD) 161
Mentoring Program Bid Preference Affidavit 162
Diverse Management and Workforce Bid Incentives Affidavit 163
ARTICLE 11. Execution And Acceptance Pages 165
11.1. Bid Execution By a Corporation 166
11.2. Bid Execution By A Joint Venture 167
11.3. Bid Execution By A Partnership 168
11.4. Bid Execution By a Sole Proprietor 169
11.5. Bid Acceptance by City 170
EXHIBITS 171
Exhibit 1: Insurance Certificate of Coverage 172
Exhibit 2: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612) 173
Exhibit 3: Mechanical and Electrical Parts Worksheet 175

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Exhibit 4: VEF Form 177

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

BID SUBMITTAL CHECKLIST

Missing Information, Documents, and/or Bonds May Invalidate Your Bid.

To help ensure that you are submitting a complete bid, place an "X" next to each item below after completing and incorporating the item into your bid package. Write “N/A” if an item does not apply to your bid.

1. _____ Bid Submittal Checklist
2. _____ Insurance Certificate of Coverage
3. _____ MBE/WBE Compliance Plan
    a. _____ Schedule B – Affidavit of Joint Venture MBE/WBE – (only if bidder is a joint venture)
    b. _____ Schedule C-1: Letter(s) 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)
4. _____ Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS)
5. _____ Bid incentive/preference affidavit(s): Chicago Business, Local Manufacture, Alternatively Powered Vehicles, Veteran-Owned Small Local Business or Eligible Joint Venture, Utilization of Veteran-Owned Subcontractors, Mentoring Program, Commitment Regarding BEPD, and/or Diverse Management and Workforce (if applicable)
6. _____ Proposal Page(s) (Schedule of Prices)
7. _____ Bid Execution Page
8. _____ Bid Deposit (if required)
9. _____ Sexual Harassment Policy Affidavit
10. _____ Exhibit 3 MECHANICAL AND ELECTRICAL PARTS WORKSHEET (Refer to Section 6.50 Bid Line 14)
11. _____ Section 6.7 Licensed New Vehicle Dealer
12. _____ Section 6.26.1 Repair and Service Center Qualifications
13. _____ Section 6.37.18 Cab and Chassis Rustproofing

NOTE: Each page requiring a signature must be signed by the person with proper authority and sworn before a Notary Public where noted.

NOTE: Each Bidder must acknowledge the receipt of a full set of Bid Documents and any and all Addenda at the top of the Bid Execution Page.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

ARTICLE 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

This is an eProcurement Bid. Bids are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts.

The Bid Documents means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available in the iSupplier system and incorporated by such reference, in connection with an invitation for bids or proposals and include the various components of the solicitation which include the Cover Page, Legal Advertisement Notice, these Contract Terms and Conditions, the Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, and all other attachments as listed in the iSupplier Header Information, "Attachments" section, and any and all Clarifications and Addenda issued by the City. Bid Proposal Pages, Requirements for Bidding and Instructions for bidding and the following provisions apply to this bid. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

1.2. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda.

Documents may be downloaded from the Department of Procurement Services ("DPS") website at the following URL:

http://www.cityofchicago.org/eProcurement

Click on "Current Bids"

In order to receive notice of clarifications and addenda, Bidders be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, accept the disclaimer. This will sign Bidders up for notifications.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Our List is public information and is posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists go to "Get Started Online" and search by the specification number.

1.3. Clarifications and Addenda

The City will send an email notification to suppliers who have indicated intent in a Bid that an addendum or clarification has been issued. The Clarifications and Addenda incorporated into the electronic bid document available at the following URL:

https://www.cityofchchicago.org/eProcurement

Suppliers that have indicated interest in a Bid will receive email notification that an addendum or clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid accordingly to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic Acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Bid. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid Solicitation.

1.4. Examination of the Bid Documents and Work Site

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

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A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

1.5. Pre-Bid Conference

The Pre-Bid Conference will be a conference call. All interested Attendees must register in advance of the Pre-Bid conference call. Same day registration not allowed. Pre-Registration must be arranged in advance of the scheduled Pre-Bid Conference call with the Procurement Specialist/Senior Procurement Specialist listed on the front cover of this Bid Document. Attendees must send an email to Procurement Specialist/Senior Procurement Specialist listed on the front cover of this Bid Document. The email MUST include the specification number in the subject line of the email. Registered Attendees will receive email confirmation with directions and a dial in number.

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding the Bid Documents or procurement process must be directed to the Procurement Specialist/Senior Procurement Specialist via online discussion in iSupplier or via the address listed on the front cover of the Bid Documents.

The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents under "Deadline for Questions." Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

1.7. Exceptions

Any deviations from or exceptions to any provisions or requirements of the Bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted on the Proposal Page(s) or attached thereto, with the exact nature of the change outlined in sufficient detail, and as provided below under "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to or deviates from any provision or requirement, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exception(s) or deviations to be material.

1.8. Taxes Included in Bid Prices

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable federal, state and local taxes, direct or indirect, in their Bid Prices.

1.9. Bid Prices Must Incorporate All Costs

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

1.10. Completion of the Bid Documents

Bids for this Specification must be submitted electronically through iSupplier. Each Bidder must complete all of the forms listed on the Bid Submittal Checklist (with the exception of the Proposal Pages) in the Requirements section and scan and upload them as attachments to the electronic bid submission via

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iSupplier. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must submit their pricing electronically by filling out bid lines in the electronic Price Schedule in the iSupplier system.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g. sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents, Signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

1.11. Conflicts of Interest

If any Bidder (or any partner in a joint venture or partnership or any member of the limited liability company if the Bidder is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these Bidding Documents such that provision of such assistance would give Bidder an unfair advantage or otherwise impair the integrity of the procurement process, or if Bidder has an organizational conflict of interest that might compromise Bidder's ability to perform the contract, that Bidder may be disqualified from bidding. If applicable, Bidder must provide a statement and information disclosing its participation with respect to the Bid Documents and/or potential organizational conflicts of interest.

1.12. Required Forms and Fees

1.12.1. Certificate of Filing for Online EDS

Bidders must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed. Refer to the Instructions for Completing Economic Disclosure Statement and Affidavit On-Line.

1.12.2. MBE/WBE and VBE Programs

The goals for MBE and WBE participation are set forth in the Special Conditions Regarding Minority Business Enterprise Commitment, Women Business Enterprise Commitment, and Veteran-Owned Business Enterprise Commitment ("M/W/VBE Special Conditions"). The rules, regulations, and forms for achieving these goals are set forth in M/W/VBE Special Conditions.

- **Schedule B: Affidavit of Joint Venture** (if applicable)
  If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE or VBE certified firms (as applicable) to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members and notarized.
- **MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant**
  (Schedule C, C-1, C-2, or C-3 as specified in M/W/VBE Special Conditions.)
  If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed and notarized.
- **Affidavit of Prime Contractor Regarding MBE/WBE Utilization Compliance Plan**
  (Schedule D, D-1, D-2, or D-3 as specified in M/WBE Special Conditions.)
  If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed and notarized.
- **VBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant**
  (Schedule C-V, C-V-1, C-V-2, or C-V-3 as specified in the M/W/VBE Special Conditions.)

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If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed and notarized.

- **Affidavit of Prime Contractor Regarding VBE Utilization Compliance Plan**
  (Schedule D-V, D-V-1, D-V-2, or D-V-3 as specified in the M/W/VBE Special Conditions.)
  If applicable, include the Bidder's Affidavit of MBE/WBE/VBE Goal Implementation Plan. This Affidavit must be signed and notarized.

- **Request for a Reduction or Waiver of the MBE/WBE/VBE Goals**
  If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE, WBE, and VBE firms that will achieve compliance with the MBE/WBE/VBE goals, the Bidder must, as required by the M/W/VBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/W/VBE Special Conditions including but not limited to notification to an assist agency.

1.12.3. Bid Deposits and Bid Bonds

If a bid deposit is required, it will be indicated on the front cover of the Bid Documents.

When submitting an electronic bid, scan and upload a copy of your bid deposit with your submittal documents. The 1st and 2nd apparent low bidders will be required to deliver their original and properly executed bid deposit to the Bid and Bond Room within two business days following the Bid Opening. Date.

1.12.4. Performance and Payment Bonds

If a performance and payment bond is required, failure to provide the required bond within the required time period when requested will result in rejection of the bid and forfeit of the bid deposit, if a deposit was required. The forfeiture shall not limit any other City remedies against the Bidder. Performance and payment bonds must be in the form specified by the City, a specimen of which will be attached to the Bid Documents as an exhibit or available from the Bid & Bond Room.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at www.fms.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the CPO, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

If a performance and payment bond is required to be provided prior to contract award, it will be indicated on the front cover of the Bid Documents.

1.12.5. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall Room 103, Chicago, IL 60602, or may be downloaded at www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.12.6. Other Required Forms and Documents

Other forms required to be provided with the Bid include:

- Insurance Certificate of Coverage
- Sexual Harassment Policy Affidavit
- Economic Disclosure Statement and Affidavit ("EDS")

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- DBE or MBE/WBE compliance forms as applicable
- Proposal Page(s) (Schedule of Prices)
- Bid Execution Page

1.13. Trade Names and Substitutions

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

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

Documentation in support of alternate items includes:

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

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

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

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

1.14. Authorized Dealer/Distributor

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the CPO, whose decision will be binding.

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1.15. Estimated Quantities

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities as are from time to time ordered, performed and accepted on Blanket Releases issued directly by the Department.

1.16. Submission of Bids

1.16.1. Date, Time, and Place

Bids are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the Bid Documents, or any issued by the City to change such Bid Opening Date. No bid will be accepted after the Bid Opening Date. The time of the receipt of the bid will be determined solely by the "Time of Quote" generated by the iSupplier system. PAPER BIDS WILL NOT BE ACCEPTED.

1.16.2. Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."

B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

C. Upload into iSupplier a redacted copy of the entire bid or submission in .pdf format for posting on the City's website. Bidder is responsible for properly and adequately redacting any Data which Bidder desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

D. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act, valid subpoena, or other legal requirement. Bidder agrees not to pursue any cause of action against the City with regard to disclosure of information.

1.16.3. Technical Difficulties

The bidder is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the Bid Opening to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the bidder and their response at risk of not being accepted on time. The bidder is advised that the iSupplier system requires acknowledgement of a disclaimer and an electronic signature before a solicitation response is accepted.

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The bidder is further advised that the iSupplier system checks for the completion of system required fields before allowing the bidder to electronically sign and submit their response electronically. Bidders who wait until nearly the time of Bid Opening may not be allowed to sign and submit their document due to missing required fields.

Should the bidder encounter technical difficulty with their bid submission, the bidder must contact the City's eProcurement Help Desk at 312-744-HELP or customersupport@cityofchicago.org, Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding City holidays.

1.17. Withdrawal of Bids

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Bid & Bond Room. Bidders must make their own arrangements for the return of their Bids.

1.18. Bid Opening

Bids will be opened and read publicly in the Bid & Bond Room by the Department of Procurement Services immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determination the lowest responsive and responsible bidder and whether a contract will be awarded.

Bid tabulations are public information and are posted on the City's website www.cityofchicago.org/BidTab. URL is case sensitive. Select "Get Started Online" and search by specification number.

1.19. Effective Term of Bid

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid opening. The City may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

DPS will review Bids to determine whether they conform to the requirements of the Bid Documents.

1.20.1.1. Must Bid All Line Items

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

1.20.1.2. Mathematical Calculations

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

1.20.1.3. Unbalanced Bids

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her sole discretion and authority, determines is materially unbalanced.

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1.20.1.4. Cash Billing Terms

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

1.20.2. Determination of Responsibility

The determination of the responsibility of a Bidder is within the sole discretion and authority of the Chief Procurement Officer.

The Chief Procurement Officer may request any Bidder to submit such additional information pertaining to the Bidder's responsibility as the Chief Procurement Officer deems necessary. Failure to comply with any such request will result in a finding of non-responsibility and rejection of the Bid.

1.20.2.1. Bidder Debts or Defaults

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

1.20.2.2. Competency of Bidder

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 ability to perform the Contract and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.21. Rejection of Bids and Waiver of Informalities

The Chief Procurement Officer, in his/her sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids submitted in response to any Invitation for Bids. The Chief Procurement Officer, in his/her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.22. Statutory Adjustments to the Bid

1.22.1. City-based Businesses (Chicago Business Preference)

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City residents," as defined in Section 2-92-330 of the MCC, means persons domiciled within the city.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that the term "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city- based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

"City resident employee" means an individual who resides In the City and who Is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

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If these Bid Documents pertain to a Contract having an estimated contract value of $100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of: (i) four percent of the contract base bid; or (ii) six percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees; or (iii) eight percent of the contract base bid, if such prime contractor is eligible for an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 of the MCC will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

1.22.2. Locally Manufactured Goods

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

“City-based manufacturer” means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

“Contract for Goods” means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a “contract” does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670 of the MCC.

“Locally manufactured goods” means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

“Manufacture” means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a contract for goods having an estimated contract value of $100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated on the cover page of the Bid Documents and shall consist of the following:

Total Dollar Value of Locally Manufactured Goods Provided in the Contract	Bid Incentive
25% to 49%	1% of the contract base bid
50% to 74%	1.5% of the contract base bid
75% or greater	2% of the contract base bid

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods: "Bidders Commitment to Provide Locally Manufactured Goods" and "Local Manufacturing Affidavit." Contractors must provide such other supporting documentation of local manufacture during the term of the Contract as the CPO may require.

Upon completion of the work, any Contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid

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incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the Contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

1.22.3. Alternatively Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section 1.22.3 only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(A) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(C) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the MCC.

"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.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the MCC.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the MCC.

"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 cost is to be paid from funds belonging to or administered by the city.

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

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the “Six County Region”), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

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"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a “vehicle” shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the MCC, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

(A) Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of $100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated on the cover page of the Bid Documents.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(B) As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(D) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the *Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles*, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

(E) Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

(F) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures

1.22.4.1. Definitions

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

"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.

"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.

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"Eligible joint venture" means an association of one or more small local business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Local business enterprise" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region").

"Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Prime contractor" means a person who is the primary contractor on a contract.

"Small business enterprise" means: (i) for a construction business enterprise, a small business enterprise, as the term is defined in MCC 2-92-670; or (ii) for a non-construction business enterprise, a business enterprise which is not an established business, as the term is defined in MCC 2-92-640.

"Small local business enterprise" ("SBE") means a local business enterprise which is also a small business enterprise.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; and (2) has been: (i) certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) certified by the County of Cook as a veteran business enterprise; (iii) certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business.

"Veteran-owned small local business" ("VBE") means a business that is both a veteran-owned business enterprise and a small local business enterprise, and which has been certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

1.22.4.2. Bid Incentive

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-950 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive and be prepared to comply with the self-performance requirements, which in some circumstances affect the calculation of MBE and WBE participation toward contract goals when a small business enterprise involved in receiving this incentive is also a certified MBE or WBE.

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As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

1.22.5. Business Enterprises Owned By People With Disabilities (BEPD) Commitment

1.22.5.1. Policy and Terms

It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities ("BEPD") in accordance with MCC 2-92-337 *et seq*., *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 Contract. 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 deems appropriate.

1.22.5.2. Definitions

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

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

(B) "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.

(C) "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.

1.22.5.3. Commitments

Where not otherwise prohibited by federal, state, or local law, the CPO 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.

% of total dollar contract amount performed by BEPD	**Bid incentive**
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

10 to 13%	3% of the contract base bid
14% or more	4% 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.

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.

1.22.5.4. Records and Reports

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 CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, 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.

1.22.6. Mentoring Program Bid Preference (MCC 2-92-535)

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

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder has entered into a mentoring agreement or that the bidder's subcontractor has entered into a subcontractor-to- subcontractor mentoring agreement, at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due

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to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

1.22.7. Child Support Arrearage

Pursuant to Section 2-92-415 of the MCC, an eight percent (8%) penalty will be applied to the Bids of Bidders whose substantial owners, as defined in the Code, are in arrears on court-ordered child support payments and who have not entered into an agreement for payment or are otherwise not in compliance with the order. The penalty will pertain to the Bid only, and will not affect the contract price or payments under the Contract. This penalty does not apply to federally-funded contracts.

1.22.8. Bid Incentive to Encourage Diverse Management and Workforce (MCC 2-92-407)

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

"Contract" means the contract, purchase order or agreement awarded by the City and whose cost is to be paid from funds belonging to or administered by the City; provided that the term "Contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Diverse" means any of the following racial or ethnic groups:

A. African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

B. Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

C. Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands);

D. American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and

E. Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

"Prime Contractor" means the Contractor and does not include any subcontractors, except that for the purposes of determining a joint venture Prime Contractor's Workforce, the Workforce of joint venture members may be considered under certain circumstances as described in DPS's rules regarding this incentive. These rules may be found on the DPS website.

"Management" means (A) business owners, including all shareholders and partners; (B) directors and officers or managers as contemplated under 805 ILCS 5/Art. 8, 805 ILCS 180 or 805 ILCS 185, or similar business organization statute applicable to the business, or (C) key employees performing executive level functions including making significant discretionary, policy or operational decisions affecting the company. To determine whether an employee is in a Management role, an analysis of the employee's actual job duties (rather than merely stated job duties) will be conducted. "Management" does not mean registered agents who are not also employees. It does not mean independent contractors who would have a fiduciary duty to the business such as accountants and tax advisors, attorneys, or any other non-employees except those set out in (B) or (C) above.

"Workforce" means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of $100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

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Total % of Contractor Management That Is Diverse	**Bid Incentive**
10% to 20%	0.5% of the contract base bid
Greater than 20% up to 40%	2% of the contract base bid
Greater than 40%	4% of the contract base bid
Total % of Contractor Workforce That Is Diverse	**Bid Incentive**
10% to 20%	2% of the contract base bid
Greater than 20% up to 40%	4% of the contract base bid
Greater than 40%	6% of the contract base bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

At the time of bid, bidders seeking to take advantage of this bid incentive must submit the relevant affidavit(s), including any supplemental information required by such affidavit(s). Failure to submit the affidavit(s), including all supplemental information required by such affidavit(s), with the bid will render the bidder ineligible for this incentive.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder of Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

1.22.9. MacBride Principles Ordinance

If the Bidder conducts any business operations in Northern Ireland, it is hereby required that the Bidder will make reasonable and good faith efforts to conduct those operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 and Section 2-92-580 of the Municipal Code to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland.

Bidders who take exception to the provision set forth above will be assessed an eight percent (8%) penalty on their Bids. The penalty will pertain to the Bid only, and will not affect the contract price or payments under the Contract.

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1.23. Consideration of Bids

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any contract subsequently awarded. The CPO reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the City will be served by such action.

1.24. Bid Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 806, 121 North LaSalle Street, Chicago, Illinois 60602.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the CPO undertake.

Copies of the Bid Protest Procedures (entitled Department of Procurement Services Solicitations and Contracting Process Protest Procedures) are available at the Bid & Bond Room and on DPS' website www.cityofchicago.org/procurement under "Rules, Regulations and Ordinances" then under the link marked "Solicitation and Contracting Process Protest Procedures."

1.25. Award of Contract; Notice of Award

The Contract consists of the Bid Documents. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

The Department of Procurement Services will, by written notice, notify the Bidder that is, per the Basis of Award, the lowest responsive and responsible Bidder of the City's award of a Contract.

1.26. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.27. Policy Prohibiting Sexual Harassment (MCC 2-92-612)

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

1.28. Policy Regarding Non-Disclosure of Salary History (MCC 2-92-385)

In accordance with Section 2-92-385, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder's Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant's wage or salary history.

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ARTICLE 2. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Example Insurance Certificate of Coverage
- Exhibit 2: Sexual Harassment Policy Affidavit (MCC 2-92-612)
- Exhibit 3: Mechanical and Electrical Parts Worksheet
- Exhibit 4: VEF Form

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ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"Addendum" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"Airports" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"Airside" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or **"Secured areas"** generally mean outdoor Airside areas or areas not accessible to passengers.

"Attachments" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"Bid" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"Bid Documents" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"Business Day" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.

"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City"** means 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" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the 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 in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

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"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- All other parts of this Contract.
- Task Order (if applicable)

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the

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Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

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 unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability
The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract
The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract
Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

3.1.3.2. Subcontracts
No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website: https://www.chicago.gov/city/en/depts/dps/provdrs/debarred_firms_list.html

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, 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 CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

3.1.3.5. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of *forum non conveniens*) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may

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arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space 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.

3.1.4.4. No Third Party Beneficiaries
The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor
This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

3.1.4.6. Authority
Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s rules and procedures.

3.1.4.7. Joint and Several Liability
In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices
All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

Pre-award communications may also be sent via iSupplier online discussion.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

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 shall 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.

3.1.4.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) 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 Departments.

Examples of such Local Government Agencies are: the Chicago 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.

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Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

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 Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO 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 the records or documents are submitted to a court 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.

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary 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, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

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At the City Corporation Counsel's 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.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq*. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 III. 2d 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.

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 work or services 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.

3.1.7. Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

3.1.8. Contract Extension For Continuity of Services

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period and whether it will automatically end upon the start date of a new contract, expiration of a transition period, or some other term up to 181 days. Whether or not the extension option is used, Contractor must cooperate with the City for orderly transition of services at the end of the contract term.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contactor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

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Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

Original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at: http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf. The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.4. 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 price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will 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 CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO 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.

3.2.1.5. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the

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balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

3.2.1.6. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct 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 years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.7.2. Recovery for Over-Billing

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, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 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 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 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 the foregoing 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.

3.2.2. Subcontractor Payment Reports

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

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

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Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: https://chicago.mwdbe.com

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Seven Days

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promtly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

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3.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 0. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3.2.3.4. Action by the City

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	$50
Second Unexcused Report:	$100
Third Unexcused Report:	$250
Fourth Unexcused Report:	$500

3.2.3.5. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

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3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its 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 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 at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

3.3. Compliance With All Laws

3.3.1. General

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 as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

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 also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Certification of Compliance with Laws

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

3.3.3. Federal Affirmative Action

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. 61 01-61 06 (1988);

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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.

3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

3.3.4.1. Title VI List of Pertinent Non-Discrimination Acts and Authorities

Contractor agrees to comply with the following non-discrimination statutes and authorities ("Title VI List of Pertinent Non-Discrimination Acts and Authorities") including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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3.3.4.2. Compliance with Regulations
The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

3.3.4.3. Non-discrimination
The contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3.3.4.4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment
In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

3.3.4.5. Information and Reports
The Contractor will provide all information and reports required by the Nondiscrimination Acts, Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts, Authorities, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

3.3.4.6. Sanctions for Noncompliance
In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

A. Withholding payments to the contractor under the contract until the contractor complies; and/or

B. Cancelling, terminating, or suspending a contract, in whole or in part.

3.3.4.7. Incorporation of Provisions
The Contractor will include the provisions of above paragraphs 3.3.4.2**Error! Reference source not found.**, "Compliance with Regulations" through 3.3.4.7. "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

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Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 III. Admin. Code 750 Appendix A, and as further described below.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.5.1.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)
Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause
In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 III. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

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D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 III. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 III. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 III. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 6-10 (formerly Ch. 2-160)
Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 6-100, Sect. 6-10-010et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.5.3. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390
The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of $100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

A) 25% by minority journeyworkers and apprentices;

B) 7% by women journey workers and apprentices;

C) 40% by minority laborers; and

D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

3.3.5.4. Business Enterprises Owned by People With Disabilities (BEPD)
Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

3.3.6. Wages

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Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Chicago Mayoral Executive Order 2014-1, as adjusted; (3) Chicago Minimum Wage rate specified by MCC Chapter 6-105, or (4) the highest applicable State or Federal minimum wage. The Chicago minimum wage rates and Mayoral Executive Order wage rates increase on July 1 of each year and are posted on the City website.

3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 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 EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.7.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.7.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

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

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall 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

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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; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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 will be chargeable with the conduct.

One business entity will 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 CPO 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 CPO to reduce, suspend, or waive the period of ineligibility.

3.3.7.3. 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 intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

3.3.7.5. Lobbyists
Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

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3.3.8. Restrictions on Business Dealings

3.3.8.1. Prohibited Interests in City Contracts

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

3.3.8.2. Conflicts of Interest

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

3.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("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% ("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 make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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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 Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 constitutes a breach and default under this Contract, 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 Contract, 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. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"**Other Contract**" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"**Contribution**" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"**Political fundraising committee**" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this 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, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However 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:

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the contracting party has entered into an agreement with the Department of Finance, 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

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

False statements made in connection with this Contract, 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 Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a 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 MCC Sect. 1-21-010.

3.3.10.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes 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.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 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 III. Laws 3220).

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT 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 USDOT.

3.3.10.3. City Hiring Plan Prohibitions

A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

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

3.3.10.4. Inspector General

It is the duty of any bidder, proposer or Contractor, 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, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.10.5. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. “Corrupt activity” means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General’s toll free hotline, 866-IG-TIPLINE (866-448-4754).

3.3.10.6. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

3.3.10.7. Participation By Other Local Government Agencies

If Contractor consents, other local government agencies may be eligible to participate in this Contract 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 Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no diminished services from the bidder 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.

3.3.10.8. Policy Prohibiting Sexual Harassment (MCC 2-92-612)

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For purposes of this section, "Sexual Harassment" is as defined in MCC 6-10-020. For the avoidance of doubt, Contractor will be considered an "Employer" as defined in MCC 6-10-020.

In accordance with MCC 2-92-612, Contractor must attest by affidavit that Contractor has a written policy, compliant with the requirements of MCC 6-10-040, prohibiting Sexual Harassment. The affidavit must be in a form acceptable to the Chief Procurement Officer. Contractor's affidavit is attached as the Exhibit titled "Sexual Harassment Policy Affidavit."

Contractor's failure to have a written policy prohibiting Sexual Harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of the MCC, or from availing itself of any other remedies under contract or law.

3.3.10.9. Policy on Non-Disclosure of Salary History (MCC 2-92-385)

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

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

(2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

3.3.10.10. Business Diversity Program Reporting

3.3.10.10.1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

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3.3.10.10.2. Definitions

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

3.3.10.10.3. Business Diversity Program Reports

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program, if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor's Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.
- For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15.

3.3.10.10.4. Applicability

Contractor must submit the reports required by this Section 1.2 unless:

(A) Contractor is a Certified Firm; or

(B) The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or

(C) All active City contracts awarded to Contractor have an award value less than $100,000 and the aggregate award value of all contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than $100,000; or

(D) The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

3.3.11. COVID-19 Vaccination Policy

Contractor will comply with the City's COVID-19 Vaccination Policy, effective October 8, 2021, and as may be amended from time to time.

3.3.12. Compliance with Environmental Laws and Related Matters

3.3.12.1. Definitions

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

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be

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responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq*., the Resource Conservation and Recovery Act, 42 U.S.C. 6901*, et seq*., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq*., the Clean Air Act, 42 U.S.C. 7401, *et seq*., the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq*., the Occupational Safety and Health Act, 29 U.S.C. 651*, et seq*., the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq*., the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq*., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.12.2. Joint Ventures
If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.12.3. Compliance With Environmental Laws
As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.12.4. Costs
Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

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3.3.12.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.12.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.10.6 and paragraph 3.3.10.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

(i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;

(ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

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The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.12.7. Requests for Documents and Information
If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.12.8. Environmental Claims and Related Matters
Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.12.9. Preference for Recycled Materials
To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

3.3.12.10. No Waste Disposal in Public Way MCC 11-4-1600(E)
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 CPO. 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.

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3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

A. The Claim is made in good faith;

B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and

D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Rules of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Contract including the following:

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C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services

D. Failure to have and maintain all professional licenses required by law to perform the Services;

E. Failure to timely perform the Services;

F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

H. Discontinuance of the Services for reasons within Contractor's reasonable control;

I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;

J. Failure to comply with any other term of this Contract, including the provisions concerning warranty, insurance and nondiscrimination; and

K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.

L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.

M. Contractor’s repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.

N. Contractor’s use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City’s sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor’s ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

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When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

A. The right to take over and complete the Services, or any part of them, at Contractor(s expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor

B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;

C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;

D. The right to seek money damages;

E. The right to withhold all or any part of Contractor's compensation under this Contract;

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City(s best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City 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.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the 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.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract 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 Early Termination provision.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

3.6. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.6.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, 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. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to 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. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue 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.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

3.6.1.3. Airport 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

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birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor 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 restricted area, 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:

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

B. 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 Driver's 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.

C. 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.

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

E. 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.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, 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

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unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). 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.

3.6.1.4.2. Interruption of Airport Operations

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 of the Deputy Commissioner in charge of the project to provide specific requirements and 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.

3.6.1.4.3. Safeguarding of Airport Property and Operations

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.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 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 2' x 3' for hand use, and one size 3' x 5'. 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

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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 an event of default.

3.6.1.4.5. 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 employees expense.

3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The Contractor agrees that to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3.6.1.6. Firearms and Other Weapons Prohibited

Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's access to restricted areas of O'Hare and Midway International Airports.

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

3.6.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

3.6.2.3. Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.

B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.

C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

D. All required City stickers and State Vehicle Inspection stickers must be valid.

E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.2.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

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3.6.3. Chicago Police Department Security Requirements

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

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

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

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

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the

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contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

3.6.4.3. Security Badges and Vehicle Permits

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.

B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

D. All required City stickers and State Vehicle Inspection stickers must be valid.

E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

3.6.4.4. Gates and Fences

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that

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comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.4.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

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ARTICLE 4. TERMS FOR VEHICLE AND HEAVY EQUIPMENT CONTRACTS

4.1. Blanket Releases / Purchase Orders

Unless otherwise provided in the Scope of Work and Detailed Specifications, orders for products to be provided under this Contract will be in the form of a written City of Chicago Blanket Release (a.k.a. purchase order, purchase order release, sub-order, or sub-order release) that will be issued by the Department and sent to the Contractor. Blanket Releases will indicate the specification number, Contract/purchase order 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 Blanket Releases issued before a price increase effective date, if this Contract provides for price increases, Contractor must honor Contract prices listed on the Blanket Release, even if the Blanket Release specifies multiple shipments with delivery dates that are scheduled after the effective date of the price increase.

The Contractor must not honor any verbal order(s) or make any deliveries without receipt of a written Blanket Release issued by the Department. Any items provided by the Contractor without a written Blanket Release are made at the Contractor's risk. Consequently, in the event a written Blanket Release is not provided by the City, the Contractor releases the City form any liability whatsoever to pay for any items provided without a written Blanket Release.

4.2. Delivery and Acceptance

4.2.1. Delivery

As stated above, Contractor must not make any deliveries without a written City of Chicago Blanket Release issued by the appropriate department. Upon receipt of a Blanket Release, deliveries must be made to the location(s) listed in the Scope and Detailed Specifications or other location specified by the Commissioner or CPO in the written purchase order. Unless otherwise clearly and specifically provided in the Detailed Specifications or the written purchase order, all deliveries will be F.O.B. destination (City of Chicago).

Contractor understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Contract and will not relieve the Contractor of its obligation to supply satisfactory goods which conform to the Contract.

4.2.2. Delivery of Parts

Deliveries of Parts required for repairs and performance of repairs services will be made within seventy-two (72) hours of request to the Contractor's or if applicable, the subcontractor's shop, regardless of the Blanket Release release amount.

4.2.3. Parts Pricing and Parts Invoicing

The Contractor must submit copies of all parts pricing for each order with their invoice that is submitted to the City (copy of invoice showing the actual price paid by the Contractor inclusive of all rebates, etc.). 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.

4.2.4. Inspection and Defects

The City will have the right to inspect any products to be provided by Contractor under this Contract. Upon delivery of the products, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with specifications. The Contractor's representative may be present for the initial examinations. This does not limit the City's right to conduct subsequent inspection of the products delivered.

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If defects or omissions are discovered in the initial or subsequent inspections, the City may exercise any or all of the following remedies, in addition to any other remedies specified in this agreement:

- Refuse acceptance of any/all units.
- Require the Contractor to make corrections at Contractor's expense, either on-site or at Contractor's place of business, whether or not the term of the Contract has expired.
- Require the Contractor to replace the units at Contractor's expense.
- Require the Contractor to reimburse the City for the cost of inspection.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming items within seven (7) business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

4.2.5. Inspection Upon Delivery

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

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

A. Refuse acceptance of any/all units.

B. Arrange with the Contractor to make corrections.

C. Require the Contractor to remove any/all units from the City's premises at its own cost to make the necessary corrections.

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

4.2.6. Shipment errors

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at Contractor's expense, any un-ordered products, over-shipments of product, or products that otherwise do not comply with the applicable purchase order within forty-eight (48) hours after notification by the Department. Contractor must promptly supply any under-shipment of product promptly after notification by the Department.

The City of Chicago will not be subject to restocking charges due to shipment errors.

Repeated errors in shipments will be an event of default under this Contract.

4.2.7. Acceptance

Products provided under this Contract will be deemed to be accepted by the City thirty days after delivery, unless previously rejected. The City may revoke acceptance if items are later discovered to be non-conforming or if the non-conformity is not remedied by the Contractor as expected by the City, even if the value of the item(s) is not substantially decreased due to the non-conformity.

4.3. Unspecified Items

Any Commodity not specifically listed herein may be added to this Contract if it falls within the same general category of items/services already specified in the Contract. Pursuant to 2-92-646 of the Municipal Code of

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Chicago, the lifetime, aggregate value of the City's purchase of any items/services added to this Contract pursuant to this provision must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the unspecified items which are necessary and request a written price proposal for the addition of the item(s) to this Contract under the same terms and conditions of the original Contract. Upon receipt of a price proposal, the Department will forward the request and proposal to the Chief Procurement Officer for approval to add the unspecified item(s) to the Contract. 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 writing. 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 unspecified item(s) delivered by the Contractor, without a written approval and modification of the Contract signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of fully signed Contract modification approving the unspecified item(s).

4.4. Quality and Source

4.4.1. Quality

Product must conform to any industry standards specified in the Detailed Specifications as well as the best industry practices and standards with respect to quality of materials and workmanship. Unless otherwise specified in the Detailed Specifications, all products provided must be new and in conformance with the Contract and acceptable in every detail to the Commissioner. If requested, the Contractor must certify to the Commissioner that all products to be provided comply with all Contract requirements. Only products which conform to the quality requirements of the Contract will be accepted.

4.4.2. Source

The Contractor must promptly notify the Commissioner upon request, of the source (or sources) from which the Contractor expects to obtain the products. The source(s) of supply, including the manufacturer, must not be debarred from contracting or otherwise be ineligible to contract with the City.

If sources are found to be unacceptable at any time or fail to be the source of products satisfactory to the Commissioner, the Contractor must furnish products from other, acceptable sources.

4.5. Manufacturer's Warranty & Product Information

Contractor must have, and must demonstrate upon request or as required by the Detailed Specifications, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the items to be provided under this agreement. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the products provided under this Contract in accordance with the standard warranty regularly provided by the OEM for that product, unless the Detailed Specifications call for a different warranty.

4.6. Contractor's Warranties

The Contractor warrants that the title to the products to be provided under this agreement is good and its transfer is rightful, and that the products will be delivered to the City free from all liens or any security interest or other encumbrance.

In addition to all warranties that may be implied by law, the items shall conform to specifications, drawings, and other requirements in the Detailed Specifications and shall be free from defects in materials and workmanship. Contractor also warrants that they will be free from defects in design except to the extent

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that they are non-standard products manufactured pursuant to detailed designs furnished by the City and the defect is in the portion of the design furnished by the City. Such warranties, including warranties implied by law, shall run to City, its successors, assigns, customers, and to users of the goods.

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

4.7. Compensation

The Services will be provided at the prices listed on the Proposal Pages submitted with the Contractor's bid and as accepted by the City. Adjustments to prices will be as provided in the Scope of Work and Detailed Specifications, as applicable.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

ARTICLE 5. TERMS FOR VEHICLE AND EQUIPMENT MAINTENANCE CONTRACTS

5.1. Scope of Services

The scope of repair and/or maintenance services ("Work" or "Services") is described in the Scope of Work and Detailed Specifications article of this agreement.

5.2. Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial Contract term. The City reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any Services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such Services as are from time to time requested, performed, and issued via a Purchase Order release directly by the City.

5.3. Shop Facilities

The Contractor must have, or must provide a subcontractor which has, factory trained mechanics and personnel, and adequate shop facilities, tools, parts and service facilities in the Chicago Metropolitan area (defined as being approximately 30miles from Chicago, IL 60642) to service the equipment under this contract in its own shop. Upon request, the shop facility will be open to inspection by any City representatives.

During the warranty period for any vehicles or equipment provided under this Contract, Contractor must have, or must provide a subcontractor which has, factory warranty authorization.

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.

Shop or service facilities must be equipped with the necessary parts to provide full service to the City equipment either in stock and a turnaround time must be clear to perform all repair and service operations that may be required.

The Contractor’s facility will be of sufficient size and accessibility to accommodate the anticipated amount of repair service to City owned equipment.

The Contractor must have available an enclosed, secured area to store City equipment awaiting repairs.

5.4. Factory Trained Mechanics

The Contractor must employ, or must have a subcontractor that employs, certified factory trained personnel who are authorized to perform service and/or repair work on the specified equipment described herein.

5.5. Unspecified Services

Any service not specifically included in the Scope of Work and Detailed Specifications article may be added to this Contract if it falls within the same general category of Services already specified in the Contract. Pursuant to MCC Section 2-92-646, the lifetime, aggregate value of the City’s purchase of any Services added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the services which are necessary and request a written price proposal for the addition of the services to this Contract under the same terms and conditions of the original Contract, then forward the documents to the CPO. Such services may be added to the Contract only if the prices are competitive with current market prices and said services are approved by the CPO in writing. The CPO reserves the right to seek competitive pricing information on said services from other vendors and to solicit such services in a manner that serves the best interest of the City.

Any such services provided by the Contractor, without a written approval signed by the CPO, are done so entirely at the Contractor's risk. Consequently, in the event that such addition to the Contract is not

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approved by the CPO, the Contractor hereby releases the City from any liability whatsoever to pay for any services provided prior to the Contractor's receipt of the fully signed modification.

5.6. Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

5.7. Timeliness

The Contractor must provide the Services in the time-frame required in the Scope of Work and Detailed Specifications. If Contractor's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Contractor in default.

5.8. Delay

If the City has caused the Contractor be obstructed or delayed in the commencement, prosecution or completion of the Services by any act or delay of the City or by order of the Commissioner, then the time herein fixed for the completion of said Services will be extended for an equivalent period of time.

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 CPO in writing, stating the approximate expected duration of delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

The CPO 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 Commissioner and CPO, 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.

5.9. Quality of Workmanship and Materials

5.9.1. Standards of Performance

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

5.9.2. 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.

5.9.3. 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.

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5.9.4. Protection of Work, Damages and Repairs
The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

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

5.9.5. 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.

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

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

5.9.7. 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.

5.10. Work In Progress
Any Services 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 be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

5.11. Warranties for Repair Services and Replacement Parts
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

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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 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(s) 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.

Also, in the event that any such repair(s) fail to endure this minimum 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.

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

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

ARTICLE 6. SCOPE OF WORK AND DETAILED SPECIFICATIONS

6.1. General

The Contractor must furnish and deliver new, current model, 6 X 4 Diesel-Powered Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches, and Snow Plows as specified, F.O.B., City of Chicago, Department of Assets, Information & Services (AIS), in accordance with all the terms and conditions of this Specification. Contractor must also provide parts for the aforementioned trucks, as well as repair services in accordance with the terms in this Scope of Work and Detailed Specifications.

It is the intent of these specifications to describe new, current model, heavy-duty units.

All specified requirements are minimum requirements unless stated otherwise.

6.2. Basis of Award

In the event that a Contract is awarded pursuant to this Specification, the Chief Procurement Officer will award such Contract to the lowest responsive and responsible bidder as determined by the bid price, including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents.

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Specification.

With respect to bid line 14, for Parts, OEM Parts, the following terms also apply:

The Extended Price (line total) for each bid line will be determined by multiplying the dollar amount shown in the Estimated Usage (estimated quantity) column by the mark-up offered by the Bidder for each bid line. This discount will be entered into the eProcurement as the unit price (quote price) for each bid line. The extended price (line total) will be the total bid price for that bid line.

For discounts, this unit price (quote price) is entered in e-Procurement Line items screen or Proposal Pages as a decimal calculated by subtracting the discount expressed as a decimal from 1. For example, a Bidder bidding a 20% discount off catalog must subtract 0.20 from 1. Such as (1 - 0.20) = 0.80, which is the number that Bidder must enter as the unit price (quote price) into the eProcurement Proposal Pages or bid line screen.

For mark-ups, this unit price (quote price) is calculated by adding the markup percentage expressed as a decimal to 1. For example, a Bidder bidding a 5% mark-up over the manufacturer's price list must add 0.05 to 1 In this example, (1+.05) = 1.05. Therefore 1.05 is the number that Bidder must enter as the unit price (quote price) into the eProcurement Proposal Pages or screen.

The Estimated Usage (estimated quantity) amount multiplied by unit price (quote price) will equal the bid amount for that line.

Example:

Formula = Estimated Usage (estimated quantity) Amount multiplied by Unit price (quote price) = Extended price (line total)

- For a 20% Discount (1-20%) = 10,000*.80= $8,000
- For a 5% Markup (1+5%) = 10,000*1.05 = $10,500

Please note on the bid lines, the unit of measure for bid line 14 will state Mark-up; however, either a mark-up or discount can be bid on bid line 14.

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6.3. Funding

The source of funds for payments under this Contract is Fund Number 023.0C79.0382140.4001.220450.40001131 and various. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

6.4. Contract Term

The Contract Term for this Contract will be 60 months, unless terminated earlier or extended pursuant to the terms of this Contract.

The City will establish the start and expiration dates at the time of formal award and release of this Contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

6.5. Illinois Prevailing Wage Act/Davis-Bacon Act

This Contract does not call for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act").

6.6. No Stated Goals for VBE Participation

The City has established a pilot project for establishing goals for participation of local businesses certified as Veteran-owned Business Enterprise (VBE) in accordance with Section 2-92-955 of the Municipal Code of Chicago.

The Chief Procurement Officer has determined that the nature of the goods and/or services to be provided under this Contract are such that establishing goals for VBE participation will not be practicable or cost-effective. Therefore, there will be no stated goals for VBE participation in this Contract. This determination is being made pursuant to Section 2-92-955 of the Municipal Code of Chicago. Nevertheless, utilization of VBE firms is encouraged.

6.7. Licensed New Vehicle Dealer

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

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

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

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submission of its bid, the Bidder is not registered to deal for both the specific make of vehicle proposed and for the proposed specific make manufactured by the final-stage manufacturer, Bidder has until 30 days after the bid opening date to obtain the required documentation.

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

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

6.8. Invoice Processing

Invoices must be submitted directly to The Department of Assets, Information and Services:

Invoices can be scanned and emailed to the following email address:

AIS_Invoices@cityofchicago.org

The subject line of emails should follow the following naming convention: Vendor Name, Invoice Number. If multiple invoices are being sent, they must be sent in separate attachments.

If Contractor cannot scan invoices, they should be mailed to:

City of Chicago, Department of Assets, Information and Services
210 West 69th Street
Chicago, IL 60621
Attn: Kevin Campbell

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

1. Invoice number and date
2. Purchase Order/Contract Number
3. Blanket Release Number (if applicable)
4. Vendor Name and/or Number
5. Remittance Address
6. Name of City Dept. that ordered the good or service
7. Name and Phone Number of your contact at the Ordering Department
8. Invoice Quantities, Line Number, Commodity Codes, Description of Deliverables
9. Total Amount Due
10. Receipt number (provided by the ordering department after delivery of goods/services)

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

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

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

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

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

6.9. Price Adjustments for Vehicles and Equipment (Bid Lines 1 Thru 13)

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 and no later than thirty (30) Calendar Days of 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 price adjustment for the upcoming year.

An annual request for price adjustment will reference the Producer Price Index ("PPI") for Trucks, Over 14,000 lbs. GVW, Series ID: WPU141106, 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 data.bls.gov/labjava/outside.jsp?survey=wp although this site's URL is subject to change. (Select "commodity data", and then select Group 14, Transportation Equipment and Item 141106, Trucks over 14,000 lbs GVW 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 of the contract or available at the time of the price adjustment is made. The effective date of the price adjustment will be the anniversary date of the Contract.

If approved by the Chief Procurement Officer, the 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 8/1/10 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 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.

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

6.10. Price Adjustment for Labor Rates (Bid Lines 15 and 16)

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. The Contractor's written request must be 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's unit prices will be adjusted "New Contract Price(s)" by an amount of no more than five percent (5%) per year, for each additional twelve (12) month period.

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

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

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

6.11. Price Adjustment for Parts (Bid Line 14)

No price adjustment for parts will be allowed. The percentage markup or discount will remain fixed for the life of the contract.

6.12. Price Adjustment for Transportation of Equipment for Service (Bid Line 17)

No price adjustment for Transportation will be allowed. The percentage markup will remain fixed for the life of the contract.

6.13. Delivery of Vehicles and Equipment

6.13.1. Pre-Delivery, Servicing and Adjustments

Prior to delivery of any vehicles and equipment, the Contractor will perform any/all preparatory operations recommended by the manufacturer, including (where applicable):

- Tuning the engine;
- Testing the operation of all accessories;
- Testing electrical, hydraulic and air systems;
- Charging batteries;
- Inflating tires to recommended pressures;
- Lubricating all “zerk” fitting and friction points;
- Filling all lubricant and fluid reservoirs; and
- Filling fuel tank using fresh fuel.

6.14. Equipment, Component and Dimensional Data

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Under this Agreement, the Contractor is required to assemble and furnish to the Department a detailed list of information (approximately 150 data items) related to the vehicles purchased under this contract, 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, Technical Services Division; 312-743-3582

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

6.15. Delivery

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

Department of Assets, Information and Services
210 W. 69th Street
Chicago, IL 60621
Attn: Kevin Campbell, Phone #: (312) 743-3582

Delivery of the specified 6x4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snow Plow Hitches and Snow Plows must be completed within 360 Calendar Days following the issue date of purchase order release.

The above noted Contact Person must be notified at least 48 hours prior to delivery of the specified vehicles. The contact person is subject to change, at the City's discretion during the term of the Contract. In the event the contact person for delivery changes, the City will provide contractor with the name of the new contact person.

6.16. Vehicle and Equipment Additional Requirements

6.16.1. Meetings and Inspections

A Pre-Construction meeting must be held at the facility 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 using department and two representatives from the Department of Assets, Information & Services (AIS) 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 using department and Assets, Information & Services (AIS) personnel must be by automobile up to a maximum of 200 road miles from Chicago, Illinois 60642. 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 which can be found at the following address: https://www.chicago.gov/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf.

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

6.16.2. Approval Drawings

Drawings for approval and blue prints with all details thereon must be furnished after the pre-construction conference and before construction of thetrucks begins. The engineering drawings must be drawn to scale and representative of the bid unit after the pre-construction conference clarifications are

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incorporated. Views of both sides as well as front, back and top must be shown. Generic drawings are unacceptable. The Department will make every endeavor to correct the approval drawing before it is returned. However, if a variation or an omission between the approval drawing and the written specifications is discovered, the City of Chicago written specifications will prevail.

6.16.3. 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 21 days after receipt of notice from the City to determine whether the proposed equipment meets all City requirements.

Contractor will pay travel expenses for up to three (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.

For purposes of travel expenses, travel to and from the inspections by department personnel must be by automobile up to a maximum of 200 road miles from Chicago, Illinois 60642. If travel is required in excess of 200 road miles, the Contractor must provide City employees with travel via commercial airlines with a 14-day notice of arrangements being provided prior to the inspection date. The levels of travel and accommodations for City representatives must not exceed those established within the City of Chicago Travel Guidelines.

6.16.4. General Construction

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

6.17. Standard Product

Experimental vehicles will not be acceptable. Any vehicles which are not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for approximately one (1) year prior to the offering of this bid, will be considered experimental. The Chief Procurement Officer reserves the right to determine what constitutes experimental equipment.

Hybrids and/or combinations of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that the Vehicles to be furnished have been commercially available through the proposed manufacturer to the trade for a period of not less than approximately one (1) year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

6.18. Design and Construction Practices

The vehicles and any/all assemblies, subassemblies, component parts, etc., should 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., should 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 Vehicles furnished by the Contractor under this Specification must also comply with all applicable Federal OSHA, State of Illinois and local laws/acts ordinances in effect at the time of delivery.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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

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

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

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

6.19. Quality Control

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

6.20. 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 should be installed in a location subject to approval by the Department, Automotive Engineering Section. Junction box must include fused circuits sufficient to accommodate the required auxiliary equipment. Fuses connected to constant power should 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 should be installed in the main lead within 12” of the battery.

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

All auxiliary equipment wiring, including wiring in the engine compartment and in the passenger compartment, should be enclosed in suitably sized wire loom. All wiring should be continuous lengths with soldered and heat-shrink-wrapped connections and must include service loops of slack wire, neatly stowed, at each end, in lengths sufficient to permit removal and service of all electronic equipment without cutting or disconnecting wires.

Any opening cut in metal should be appropriately sized and should 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 should be done in a professional manner, following the requirements and guidelines of all involved auxiliary-equipment manufacturers and, where more restrictive, applicable industry (NFPA, NEMA and SAE) standards and best practices.

Installations should 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 should 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 should be heat shielded.

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

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6.21. 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 of 4 hours. This training will be conducted with professional, certified instructors, at the Department of Fleet and Facility Management facility.

In addition, for each unit delivered, the Contractor must provide a 4 hour structured training program for City trades technicians. These technicians must be trained in diagnostic and preventive maintenance procedures, general maintenance and repair along with systems reconditioning for the unit and any auxiliary items. This training will be conducted by knowledgeable, experienced personnel, at the facility of Department of Assets, Information, and Services.

6.22. Manuals, Certificates, Applications

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

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

A complete set of electrical and air-system troubleshooting guides for the complete truck must be provided with each vehicle purchased.

A complete set of as-built air-system diagrams, wiring diagrams, hydraulic-system diagrams and a line sheet for the Trucks must be supplied with each vehicle purchased. All as-built diagrams must include all components that create a complete system as installed on the vehicle to which the diagrams correspond. The diagrams must include manufacturer part numbers for all components and sub-assemblies used in the contraction of the trucks.

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

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish the Department, with the following items for each unit being delivered: Certificate of Origin and line-set sheet; Odometer Statement (in addition to odometer disclosure on Certificate of Origin) and applicable warranty certificate(s).

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

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

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

6.23. Software Licenses

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

6.24. 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.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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.

6.25. Repair Services

6.25.1. Performance of Services

Performance of repairs services will be made within seventy-two (72) hours of the request being made to Contractor, at the Contractor's shop, or if applicable the subcontractor's shop, regardless of the Blanket Release amount.

6.25.2. Written Repair Proposals

The Contractor will inspect the equipment and prepare a written proposal for all repairs including but not limited to the following information:

A. Contract number
B. Name of City Department
C. Name and phone number of City contact person
D. Description of equipment (make, model, serial number)
E. Date equipment received by Contractor
F. Repair work required
G. Listing of parts used to repair equipment
H. Number of hours of labor to repair equipment
I. Name and signature of the Contractor's employees performing the work

The Contractor, upon written approval, in the form of a purchase order release from an authorized representative of the Department, may proceed with repairs.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

The City reserves the right to add and/or delete various models and types of vehicles during the term of the Contract.

6.25.3. Irreparable Equipment

In the event the equipment is irreparable, the Contractor will provide a written description of the problems to the Department.

6.26. Service Requirements

6.26.1. Repair and Service Center Qualifications

The Contractor, at the time of bid submission on the bidder contact page, provide resources capable of servicing City owned equipment specifically listed within these Proposal Pages, as follows:

The Contractor must operate an established automotive, truck or equipment service center located within approximately thirty road miles of Chicago, IL 60642.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

The Contractor 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.

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.

Contractor must possess the ability to transfer product warranties to the City of Chicago, if applicable.

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

6.27. Service and Repairs of Major Components and Sub-Systems

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

6.28. Inventory/Lead Time

The Contractor 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 must be able to arrange such prompt delivery.

In addition, any vehicles delivered to the Contractor for repair services must be returned to the City within three (3) business days, unless otherwise authorized by the Commissioner of the AIS or his authorized representative. The Contractor will expedite repairs, to the equipment as required AIS in order to meet any reasonable time frames set forth by AIS. If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor will notify AIS immediately of the delay.

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

6.29. Priority Service

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.

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

6.30. Damage or Loss of Loss of 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 its custody.

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

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 AIS or their authorized representative regarding the nature and extent of the damages prior to making any such necessary repairs.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

6.31. Work Items

Charges for services will be performed by the Contractor only after receipt of an estimate approved by the Commissioner of AIS or the Commissioner's authorized representative.

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

Where the estimate is approved, the Contractor will proceed with and complete the work and will invoice AIS 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.

If the estimate is disapproved, the Commissioner of AIS, or the Commissioner's authorized representative, may request a revised estimate from the Contractor, and/or have the vehicle removed from the Contractor's shop. The City reserves the right to furnish Contractor 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.

Where it is found by the Chief Procurement Officer that the work performed is not consistent with industry standard, 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 any vehicle delivered for repair estimates.

6.32. Repair Estimate

Upon receipt of Vendor Estimate Form (VEF), a copy of which is attached to this Specification as Exhibit 4, from AIS's Commissioner or authorized representative, the Contractor 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's employees performing the estimate

The Contractor, upon receipt of an approved VEF and a purchase order blanket release from AIS, can proceed with repairs.

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

6.33. Diagnostic Testing Fees

Contractor must request authorization from AIS to proceed with diagnostic testing. Upon approval, all diagnostic tests should be charged at the contracted labor rate, with no additional charges for the use of diagnostic equipment.

6.34. Acceptance of Parts and Repaired Equipment

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 any terms and conditions in this Contract , and in no way relieves the Contractor of its

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

obligation to comply with the terms and conditions of this Contract, including any standard of performance and warranty requirement stated herein.

6.35. Reporting Requirements

The Contractor must provide records of all vehicles serviced under this Contract.

The Contractor must generate a quarterly report of all transactions with the City of Chicago, AIS. For purposes of this Contract, a transaction is considered the provision of items in the fulfillment of an order. 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.

6.36. Upgrades, Accessories, or Additional Items

The Contractor must provide quotes on the Proposal Page for all Bid Lines.

Additional Item pricing must be a non-negative value. Any line bid under 0.1 shall be considered a line that has not been bid and will be assigned a price value of $0 for canvassing and contract award purposes.

All Bid Lines must be designed and constructed for use with the unit as described in all other Bid Lines and must be furnished complete with all necessary peripheral items required for proper/safe operation regardless of the combination of Bid Lines selected. For the avoidance of doubt, this means a bidder cannot bid items that are incompatible with one another under this Contract: all items bid by a bidder must be compatible.

6.37. Bid Line #1: 6 X 4 Diesel Powered Conventional Cab / Chassis

6.37.1. Intent

This bid line is for 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.

6.37.2. Chassis

The chassis must be a 6 x 4, single front axle, tandem rear axle, with a total Gross Vehicle Weight Rating (“GVWR”) of 54,000 pounds.

The wheelbase (“WB”) must be a minimum of 173”, with a cab to axle (“CA”) of 102” to 108”.

The overall cab height must not exceed 11’ with exhaust pipe and warning lights added.

6.37.3. Frame

The frame must be one piece, straight channel, heat treated, 110,000 Pounds Per Square Inch (“ PSI”) for the full length of the frame.

The frame resisting bending moment (“RBM”) rating must be a minimum of 1,960,000 lb-in.

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.

Two heavy-duty front tow hooks must be mounted to the frame rails.

The front bumper must be heavy-duty steel, swept back design, mounted on the front frame extension, painted DuPont Imron #N3504HN, “Sierra Tan”, or equivalent. Front bumper must not have any extraneous holes or features which could compromise its design strength. Design and installation should be approved by AIS prior to construction.

6.37.4. Front Axle and Suspension

The front axle must be single I-Beam type, rated at 14,000 pounds minimum.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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 should include double acting shock absorbers.

6.37.5. Rear Axle and Suspension

The rear axle must be single reduction with a minimum rating of 40,000-lbs capacity. Axle ratio should be geared to 65 mph maximum.

The axle should be equipped with a power divider lock, electric over air operated, with cab control and indicator light.

The rear tandem axle must include two magnetic drain plugs, one for each axle.

The rear suspension must be a Hendrickson HaulMaax (HMX400) or equivalent, with 52" beam, rated at 40,000-lb. Suspension should be equipped with progressive load springs.

6.37.6. Brake System

The brake system should 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:

a. Four rear spring parking brake chambers;

b. Spring brake modulator valve;

c. Brake lines, nylon, color coded;

d. Brake dust shields, front and rear;

e. Air pressure gauges (2), located in instrument panel;

f. Parking brake valve, color coded yellow knob, located in instrument panel;

g. Anti-lock brake system; full vehicle wheel control system;

h. Front brakes, S-cam 16.5 x 5" including 20 sq. in. long stroke brake chambers;

i. Rear brakes, S-cam 16.5 x 7" including long stroke brake chambers;

j. Heavy duty, spring actuated parking brake;

k. Spring brake chambers, inverted, with “walking beam” type suspensions

l. Air compressor; minimum of 13.2 CFM,

m. An air dryer with heater, Wabco System Saver model 1200 or equivalent. Air dryer should be mounted outside of the frame rail;

n. Automatic slack adjusters, front and rear; and

o. Automatic reservoir drain valve, Bendix DV-2 or equivalent.

All brake pins should be sprayed with “Never Seize” prior to assembly.

A “Glad Hand” air inflator valve or equivalent 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 should be approved by AIS’s Automotive Engineering Section prior to construction.

6.37.7. Power Steering

Steering must be full power assisted.

Steering wheel must be adjustable, with tilt wheel feature.

6.37.8. Exhaust System

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

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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

A 45°to 90°, bright finish exhaust elbow must be added at the top of the exhaust pipe.

A Diesel Exhaust Fluid ("DEF") tank with a minimum capacity of 13 gallons must be provided.

6.37.9. Electrical Components

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

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

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 should be enclosed in an accessible "City of Chicago type" battery box. During the term of the Contract, contact AIS, Automotive Engineering section to view a sample. A protective sheet metal guard should be installed above the battery box.

A positive jump start terminal should be mounted through the side of the battery box in an accessible location, protected by a plastic enclosure. Terminal should be on the outside of the battery box, with wiring inside the box.

A "Flaming River Industries" master switch ("The Big Switch", part # FR1005) or equivalent must be installed for emergency shutdown. The switch should be installed in a protective plastic box, with the shutdown switch protruding through the cover. A thermostatically-controlled engine block heater (Phillips or equivalent), 240 V, with receptacle, or equivalent, must also be installed in this box, along with a battery charger, wired into the engine block heater cord, to keep the truck batteries charged. Switch location should be approved by AIS prior to installation.

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

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

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

Starting motor must be heavy duty 12-volt unit with thermal overcrank protection; Delco 39MT or equivalent, sealed noseless configuration.

Starter switch must be 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 AIS.

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

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

Windshield must be heated, with a dash-mounted button to activate heater element.

Dual windshield wipers with a single electric motor must be installed, cowl mounted. Wipers must be controlled by a 2-speed switch, with washer and intermittent features.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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.

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

Turn signal switch should be located on steering column.

Cab clearance lights (2) should be mounted on the front edge of cab top, and identification lights (3) mounted in center front of cab; Amber color, LED. Control should be in combination with light control switch.

Heavy-duty, solid state, four way signal flasher must continuously operate all turn signal lights simultaneously.

A single, sealed back-up light must be installed, white color, LED, activated by transmission selector control, Truck-Lite #400244 or equivalent.

Dual 12" x 10" amber color, LED low-profile, body canopy-mounted light bars must be installed on the right and left sides, with forward facing, outward facing and rear facing flashers. Light bars should be protected by stainless steel round stock cages.

A Grote "Loud Mouth" or equivalent back-up alarm must be installed, activated by reverse gear selection.

All switches, wires, connectors and terminal blocks should be wrapped in split loom poly wrap to protect from the elements and corrosion.

All lights and reflectors must meet ICC, State of Illinois and Federal Motor Vehicle Requirements.

Any electrical modules which are susceptible to corrosion, including but not limited to, the folllowing: Electrical Distribution Centers; Fuse Boxes and Panels; Relay Centers; and Bodybuilder Electrical Connection Points, should be located inside the cab or in another enclosed, protected area.

6.37.10. Front End Hood and Grille

Tilting front end engine hood and fenders should be constructed of fiberglass or high strength plastic. The fenders should be integral with the hood and tilt forward when the hood is opened. Access should be provided for routine maintenance without removal of the hood.

A stationary front grille should be provided. The grille must remain in a fixed position when the hood is tilted. Hood must not interfere with plow hitch when opened.

Flexible rubber splash guards should be mounted to the lower rear of the fenders.

Front axle wheel well shielding should be designed and engineered by the truck chassis manufacturer to limit the entry of road splash into the engine compartment.

6.37.11. Engine and Accessories

6-cylinder, turbocharged in-line diesel engine must be provided, with a gross horsepower rating of 270 HP and a minimum of 800 lb-ft of torque. Engine RPM should be governed at 2400 maximum.

Engine must be programmed to shut down after 3 minutes of idling when the ambient temperature is between 32°F and 80°F. An override to allow the engine to reach operating temperature before idle shutdown is acceptable.

A crankshaft damper should be provided.

A magnetic engine oil drain plug should be provided.

The engine must have a cold start system. The system may be one of the following: a KBI "NVT", intake heater or glow plugs. If an ether starting system is provided, it should be controlled by the engine electronics. For the ether system, a canister system should be positioned in an easily accessible location, with 1 ether canister per vehicle.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Electronic, key operated engine shutdown protection should be provided.

The engine should be protected by a “shut-down” device with automatic override.

The device should be activated by low coolant level, high coolant temperature and low oil pressure.

The engine must be equipped with the following:

a. Engine mounted fuel filter;

b. Air cleaner restriction gauge, mounted in an accessible location;

c. Electronic road speed governor;

d. Spin-on type, engine oil filter(s);

e. Cross flow series system radiator; aluminum core with a minimum of 940 square inch area and 1025 square inch spin charge air cooler;

f. Fan drive; nylon fan (Horton model EC-450 or equivalent);

g. Anti-freeze, extended life coolant, with protection to –34°F. Anti-Freeze must conform to ASTM coolant standard D3306;

h. Engine air cleaner, single element;

i. Combination fuel/water separator and electric fuel heater; Racor Model or equivalent, mounted to the outside of the frame rail;

6.37.12. Transmission

An Allison 3500 RDS or equivalent, 5-speed automatic transmission must be furnished. Electronic Controller Unit must be mounted in a dry location. Allison or equivalent interfaces must be utilized wherever available.

Transmission settings should be reviewed with AIS personnel prior to ordering any vehicles.

Transmission oil filter should be an internal element type. Transmission dip stick should be mounted on the right side.

The shift lever control should be a touch pad, with lighted position control indicator and should be mounted on the dash. Location should be approved by AIS, Automotive Engineering Section, prior to truck build.

A transmission oil temperature gauge and low transmission fluid level indicator should be provided in the cab. Indication of low transmission fluid level by a code on the shift selector is acceptable.

Transmission must be programmed to prohibit shifting above first gear when the dump body is raised.

6.37.13. Fuel Tank

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.

The tank steps should be constructed with the manufacturer’s standard open grated, anti-skid material.

Fuel pickup tube should be angled to prevent clogging.

An additional step should 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.

The tank must be lettered with the words “Diesel Fuel Only”. Letters should be block type, minimum of 1" high.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

6.37.14. Cab and Related Equipment

The cab must be manufacturer's standard, all-weather cab, insulated with cloth or vinyl headliner. All metal pieces that are prone to corrosion must be treated with rust prohibitive material. The cab must have ventilation.

Minimum cab dimensions must be as follows:

a. Shoulder room: 66"

b. Inside height from highest point of floor to ceiling of cab: 56"

The exterior cab roof must be sprayed with "Rhino Liner" or equivalent rustproof material. Material and location must be approved by AIS's Automotive Engineering Section, prior to application. The material must be the same color as the cab paint, DuPont Imron N0055HN "City Blue", or equivalent.

The cab floor must be sprayed with "Rhino Liner" or equivalent rustproof material. The floor covering must be removed for complete coverage, and replaced after liner application. The material and location should be approved by AIS's Automotive Engineering Section, prior to application. The material should be the same color as the cab paint, DuPont Imron #N0055HN, "City Blue" or equivalent.

Driver seat should be high back, air suspension type, with arm rests on both sides and operator adjustable lumbar support. The passenger seat should be a fixed seat. Floor covering should be Black rubber.

Instrumentation must include the following:

a. Speedometer, Odometer, Tachometer;

b. Fuel gauge;

c. Hour meter, electronic activated by engine RPM;

d. Engine coolant temp. gauge w/ high temperature warning light & buzzer;

e. Air pressure gauge with low pressure warning light and buzzer;

f. Engine oil pressure gauge with low pressure warning light and buzzer;

g. Transmission temperature gauge;

h. Engine air filter restriction gauge, in-dash mounted w/ Filter Minder;

i. Dome light, door activated;

j. Dual padded sun visors and door arm rests;

k. Cab exterior and interior grab handles, two each side, stainless steel;

All cab windows must be tinted safety glass.

The cab should be equipped with dual West Coast type mirrors, w/ heated mirror heads, extension arm type, with heavy-duty bracing, adjustable right, left, fore and aft, with convex mirrors.

Cab must be provided with air conditioning and without an AM / FM radio.

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.

6.37.15. Radio Provision

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 minimum.

A location for installing a City radio must be provided in the cab, including electrical power supply. Installation location should be approved by AIS's Automotive Engineering Section.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

In addition to the radio power supply, an auxiliary power supply should be provided for charging a portable electrical device.

6.37.16. Wheels and Tires

The front wheels should be steel, hub piloted, disc type, 8.25.

The front tires should be tubeless radial, OTR truck type tires. Size must be 12R22.5, load range H minimum.

The rear wheels must be dual, steel, hub piloted disc type, 8.25, with mylar inserts between the wheels.

The rear tires must be tubeless radial, non-directional drive tires, designed primarily for highway use. Goodyear Unisteel G164 or equivalent, size 11R22.5, load range G (14 ply).

Two spare tires must be furnished per vehicle, one front and one rear, mounted on wheels. Wheels must be painted per paint specification.

Oil bath front and rear wheel seals should be provided.

6.37.17. Painting and Finishing

All metal surfaces must be properly prepared for painting, including removal of any/all surface rust, welding slag, soot, dirt, grease and wax.

All metal surfaces must be primed prior to finishing.

The cab exterior and interior must be painted with DuPont Imron #N0055HN, “City Blue” or equivalent, to produce a long lasting, quality finish. The City reserves the right to choose another custom color at no additional charge.

The entire undercarriage, including frame rails, tanks, axles and all wheels must be sprayed with sufficient coats of DuPont Imron # N3504HN, “Sierra Tan”, or equivalent, to produce a long lasting, quality finish.

6.37.18. Cab and Chassis Rustproofing

The cab and chassis must be rustproofed and undercoated using Zeibart brand or other Federal QPL listed corrosion protection material.

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 of the CPO.

Manufacturer of proposed material _____

Q.P.L.# _____

Work performed by: _____

Contact Person: _____

Phone # _____

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

6.38. Bid Line #2: Steel Dump Body

6.38.1. Intent

Bid line #2 describes 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.

Outside body length must be approximately 13’. Body inside length must be approximately 12’.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Proposed pricing for this bid line (steel dump body) must include installation onto the chassis specified in Bid Line #1.

6.38.2. Overall Design

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

Body should be designed for mounting on a truck chassis with 102" to 108" clear rear of cab to centerline of tandem (CA) dimension. The body hoist should be mounted at the body front, on the outside of the body.

The inside body width must be approximately 84".

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

6.38.3. Dump Body Construction

The body must be constructed with front corner posts and approximately 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.

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

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.

The floor must be produced from seamless ¼", AR400 abrasion resistant, 100,000 PSI yield strength steel. Sides should be formed with a 5" radius, with minimal front to floor radius.

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

A 10 GA steel cab shield, approximately 40" x 78", must be provided, with 7 GA side plates. The front end of the shield must be turned upward approximately 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.

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

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 should be 20" above pavement level. A suitably sized grab handle should be installed in close proximity to each access ladder.

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.

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. During the term of the Contract, contact AIS's Automotive Engineering Section, to view a sample.

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.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

The rear body pillars must contain one red S/T/T light, one amber flasher, and one white reverse lamp. All lights should be installed in a "box" enclosure to prevent corrosion to wiring and connections. Location should be approved by the Department of Assets, Information & Services (AIS), Automotive Engineering Section, prior to construction.

LED lighting must be used for all applications. No light cutouts are permitted below the tailgate.

6.38.4. Tailgate

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

Tailgate must incorporate full perimeter bracing, and 2 intermediate horizontal braces, fully welded to form a rigid structure.

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.

Tailgate chains must be of high strength, low alloy steel, approximately 5/16" size; complete with grab hook for adjustability.

Spreader chains, approximately 5/16" and approximately ½" 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.

Reflective tape must be added to the body sides and tailgate. Approximately 4" width strip, alternating red and white reflective colors. Location will be selected by Assets, Information & Services (AIS) personnel.

6.38.5. Body Hoist

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".

The hoist must meet a minimum National Truck Equipment Association (N.T.E.A.) rating of 29 tons (rated with a 12' body and 6" pivot point).

The hoist must have a 110" stroke, with a 5" diameter first stage.

The hoist cylinder must be constructed with wear and tear resistant "nitrited" or chrome cylinder tubes.

The hoist must pivot on maintenance free Teflon or equivalent composite bearings and 2" diameter "nitrited" or stainless steel pins.

The cylinder must incorporate a device to minimize cylinder side loading when the dump body is raised.

The cylinder connecting pivots must have replaceable greaseless composite bushings.

Heavy duty body guides should be mounted to the chassis frame rails. The guides should be designed/constructed to align the body while lowering and prevent lateral movement of the body during vehicle cornering.

Rear body hinges should be fabricated from heavy steel plate with maintenance free Teflon or equivalent composite bearings and large diameter "nitrited" or stainless steel pins.

Rear body props must be installed to support the body during servicing operations.

A waterproof, roller type, industrial grade limit switch must be installed to activate a cab warning light and alarm when the body is raised. The warning light and alarm should be installed in a removable dash mounted, "Wired-Rite" or equivalent panel.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

A rotary hoist lockout should be mounted in the cab, to prevent unintentional raising of the dump hoist. All lockouts must be keyed alike.

6.38.6. Pintle Hook

A heavy duty pintle hook must be installed at the rear of the body; Holland #T-90-A or equivalent. Pintle hook must be mounted to a suitably sized steel channel and "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 approximately 21" above ground level. Heavy duty "D" rings must be installed.

6.38.7. Dump Body Painting

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

6.39. Bid Line #3: Stainless Steel Dump Body

Intent

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.

Outside body length must be approximately 13' including the outside mounted body hoist. The inside body length must be approximately 12'.

6.39.1. Overall Design

Dump body capacity must be approximately 11 cubic yards with side boards. Side boards must be constructed from stainless steel, bolted in.

Inside body length must be designed for mounting on a truck chassis with 102" to 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.

The inside body width must be approximately 84" wide to maximize the capacity and lower the center of gravity.

Body side height must be approximately 34" without sideboards. The tailgate height must be approximately 44" and the front bulkhead must be approximately 54".

6.39.2. Dump Body Construction

The body sides must be 7 gauge 304 or 201 2B stainless steel sides with boxed toprail. The toprail must be sloped to shed debris.

The front bulkhead must be 7 gauge, 304 or 201 2B stainless steel, with a minimum clearance height of 54".

Full depth rear corner posts, 7 gauge 304 or 201 2B stainless steel, must be tied to a 5" rear apron.

The floor must be constructed of one-piece, 3/16" AR400 steel with formed in approximately 2" floor to side radius. Cross members are not allowed.

One piece, 5" x #10 I-beam or fabricated long sills must be provided.

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

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 approximately 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 approximately 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.

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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.

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 should be 20" above pavement level. A suitably sized grab handle must be installed in close proximity to each access ladder.

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.

Stainless steel fenders must be mounted in front of rear wheels.

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. During the term of the Contract, Contact AIS's Automotive Engineering Section, to view a sample.

The body must have 2 walkways, one each side, that run the full length of the body. The walkways should be supported with gusset type brackets. The walkways should be constructed of grip strut type material, or ¾" rebar type material.

The rear body pillars must contain one red S/T/T light, one amber flasher, and one white reverse lamp. All lights should be installed in a "box" enclosure to prevent corrosion to wiring and connections. Location should be approved by the AIS's Automotive Engineering Section, prior to construction.

LED lighting must be used for all applications. No light cutouts are permitted below the tailgate.

6.39.3. Tailgate

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.

Tailgate must incorporate full perimeter bracing, and 2 intermediate horizontal braces, fully welded to form a rigid structure.

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.

Tailgate chains must be of high strength, low alloy steel, 5/16" size; complete with grab hook for adjustability.

Spreader chains, approximately 5/16" and approximately ½" 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.

Reflective tape must be added to the body sides and tailgate. Approximately 4" width strip, alternating red and white reflective colors. Location will be selected by AIS personnel.

6.39.4. Body Hoist

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".

The hoist must meet a minimum N.T.E.A. rating of 29 tons (rated with a 12' body and 6" pivot point).

The hoist must have a 110" stroke, with a 5" diameter first stage.

The hoist cylinder must be constructed with wear and tear resistant "nitrited" or chrome cylinder tubes.

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The hoist must pivot on maintenance free Teflon composite bearings and 2" diameter "nitrited" or stainless steel pins.

The cylinder must incorporate a device to minimize cylinder side loading when the dump body is raised.

The cylinder connecting pivots must have replaceable greaseless composite bushings.

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.

Rear body hinges must be fabricated from heavy steel plate with maintenance free Teflon composite bearings and large diameter "nitrited" or stainless steel pins.

Rear body props must be installed to support the body during servicing operations.

A waterproof, roller type, industrial grade limit switch should be installed to activate a cab warning light and alarm when the body is raised. The warning light and alarm should be installed in a removable dash mounted, "Wired-Rite" or equivalent panel.

A rotary hoist lockout should be mounted in the cab, to prevent unintentional raising of the dump hoist. All lockouts must be keyed alike.

6.39.5. Pintle Hook

A heavy duty pintle hook must be installed at the rear of the body; Holland #T-90-A, or equivalent. The pintle hook must be mounted to suitably sized steel channel and "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 approximately 21" above ground level. Heavy duty "D" rings must be installed.

6.39.6. Painting and Finishing

All surfaces must be high pressure cleaned and phosphated.

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

6.40. Bid Line #4: Power Take Off ("PTO") Driven Hydraulic System

6.40.1. Intent

Bid line #4 is for 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.

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

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.

A 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 Joint Industry Council ("JIC") type. Threads of all connectors must be treated with sealant designed for use with hydraulic fluids.

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.

Manual hydraulic shutoffs must be provided at the following locations:

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

6.40.2. PTO / Pump / Valves

The body hoist must be powered by a heavy-duty, transmission mounted, solenoid actuated, PTO (Power Take-Off), Chelsea or equivalent "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 or equivalent.

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.

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".

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

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

6.41. Bid Line #5: Stainless Steel Dump Body With Conveyor, Spinner and Pre-Wet Tanks

6.41.1. Intent

Bid line #5 is for a combination dump and spreader body, approximately 12-ft (inside dimension), stainless steel, rear discharge.

6.41.2. Overall Design

Capacity must be a minimum of 11 cubic yards with sideboards.

Inside length must be approximately 12-foot, outside length must be approximately 13-foot for mounting on truck chassis with 108" rear of cab to centerline of tandem (CA) dimension.

The body hoist must be front mounted outside the body, with minimal internal "dog house".

The body design must maximize the capacity and lower the center of gravity of the unit.

Body side height must be approximately 36" prior to sideboard installation. Tailgate height must be approximately 48", and front bulkhead height must be approximately 54".

6.41.3. Front Bulkhead, Side Walls and Floor Construction

The sides and floor must be constructed as one-piece sections, incorporating a minimum 6" floor to side radius.

The front bulkhead and one-piece sides must be constructed of 7 gauge 304 or 201 2B stainless steel.

The boxed top rail must be constructed of 10 gauge, 304 or 201 2B stainless steel, seamless and sloped to shed debris.

The body design must incorporate 4" wide sideboard pockets with stainless steel sideboards included.

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.

The 304 or 201 2B stainless steel integral rear fenders must be continuously welded and positioned over rear wheels of the truck.

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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 approximately 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 approximately 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.

A warning light indicating that the body is in a raised position should be located on the dash.

A 304 or 201 2B stainless steel folding ladder must be welded to the front side of the body, street side.

Stainless steel fenders must be mounted in front of rear wheels.

6.41.4. Conveyor

The conveyor must be mounted 10" from truck frame to body floor height for lower center of gravity and lower mounting height.

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.

Conveyor floor must be constructed 3/16" AR400, 190,000 PSI yield, 200,000 PSI tensile strength, Brinell hardness of 400.

Drive sprockets must be double keyed to conveyor shaft, 2" diameter drive and idler shafts with 8 tooth sprockets.

The conveyor must be driven by a heavy duty motor.

The main conveyor must be approximately 18" wide with 304 or 201 2B stainless steel bolts on underbody pans.

The conveyor must have and on/off switch located at rear of body which functions independently of cab mounted conveyor controls.

The body must have an integrated 304 or 201 2B stainless steel, 15" spreader apron. Bolt on pans should be provided under the extension apron. A bolt-on cover should be provided to seal the opening under the full depth of the rear corner posts on both sides, full width to the body longsill. Additional bolt-on covers should be provided to seal the opening under the spreader apron.

The conveyor must have a pintle chain with ¼" by 1½" conveyor crossbars spaced on every link. Crossbars must be welded top and bottom.

6.41.5. Spinner and Chute Assembly

The spinner must be approximately 17" in diameter.

Spinner baffles must be adjustable left to right, front to back, and up and down to facilitate control of the spread pattern.

The front spinner baffle must be adjustable for undercarriage protection.

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.

Spinner assembly must be designed and mounted to allow for load dumping without removing the spinner.

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 should be removable as a one piece assembly.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

6.41.6. Pre-Wet System

Two 75 -gallon polyethylene pre-wet 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.

The pre-wet pump must be self-priming with a capacity of 4 GPM at 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 adjacent to one of the pre-wet tanks in a location that does not protrude beyond the rear of the truck.

All tubing must be stainless steel with corrosion resistant JIC fittings.

The liquid output must be controlled by an adjustable flow control valve on the hydraulic drive motor input.

The flow control valve must be adjustable from zero to maximum flow for increasing or decreasing saturation of the material being sprayed.

All components should be mounted on a stainless steel plate within a corrosion resistant sealed enclosure with a hinged cover.

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.

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 calcium magnesium acetate (CMA).

The pump and motor must be connected with one-piece flex coupling. The coupling must be protected.

The pump must be designed for a minimum of 1000 hours of service without maintenance or lubrication.

A pre-wet pump power off/on switch must be provided, with power on indicator and a “pre-wet tanks empty” indicator with audible alarm.

A heavy-duty wiring harness from the cab to the pump with weather and corrosion resistant sealed connectors and protective covers must be included.

Pre-wet tank fill port must be located at the rear of the tank. Level sensor must be installed at the front of the tank.

6.41.7. Metering Orifice Tube or Nozzles

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.

6.41.8. Tailgate

The tailgate sheet must be constructed of 7 gauge 304 or 201 2B stainless steel.

The tailgate must incorporate full perimeter, 304 or 201 2B stainless steel boxing with all horizontal edges sloped outward.

The tailgate must have 10 gauge 304 or 201 2B stainless steel sloped horizontal braces.

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.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

The tailgate must have 304 or 201 2B stainless steel ¾" latch hooks with 304 or 201 2B stainless steel 3/8" latch plates.

The tailgate must have 1¼" upper pins and 304 or 201 2B stainless steel 1¼" lower pins.

The rear feed gate must be constructed of 7 gauge 304 or 201 2B stainless steel, 12" x 26". The feed gate must be lever or crank 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 feed gate must be positively locked into position with a stainless steel locator pin, secured with a chain.

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.

Tailgate must be operated with an air release system. All tailgate latch mechanism pivots must be greaseable. Grease lines from these points must be easily accessible from the exterior of the body.

6.41.9. Top Grate Screens

Screens must be constructed of 3/8" rods extending through 2 x ¼" bar. 4 screen sections must be hinged to a 6" longitudinal I-beam or 3.5" pipe, providing 2.5" x 3" clear openings.

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 should be secured with chains.

6.41.10. Body Hoist

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".

The hoist must meet a minimum N.T.E.A. rating of 21 tons (rated with a 12' body and 6" pivot point).

The hoist must have a 110" stroke, with a 5" diameter first stage.

The hoist cylinder must be constructed with wear and tear resistant "nitrited" or chrome cylinder tubes.

The hoist must pivot on maintenance free Teflon or equivalent composite bearings and 2" diameter "nitrited" or stainless steel pins.

The cylinder must incorporate a device to minimize cylinder side loading when the dump body is raised.

The cylinder connecting pivots must have replaceable greaseless composite bushings.

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.

Rear body hinges must be fabricated from heavy steel plate with maintenance free Teflon composite bearings and large diameter "nitrited" or stainless steel pins.

Rear body props must be installed to support the body during servicing operations.

A waterproof, roller type, industrial grade limit switch must be installed to activate a cab warning light and alarm when the body is raised. The warning light and alarm should be installed in a removable dash mounted, "Wired-Rite" or equivalent panel.

A rotary hoist lockout should be mounted in the cab, to prevent unintentional raising of the dump hoist. All lockouts must be keyed alike.

6.41.11. Rear Hinge Assembly

The assembly must be constructed of approximately 6" x 8" by ½" steel.

Two inch, 303 stainless steel hinge pins must be connected to 2½" hinge blocks using replaceable greaseless composite bushings for a minimal pin- to bushing clearance.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

6.41.12. Pintle Hook

A heavy duty pintle hook must be installed at the rear of the body; Holland #T-90-A, or equivalent. 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 approximately 21" above ground level. Heavy-duty "D" rings must be installed.

6.41.13. LED Light Package

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 should 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.

6.41.14. Painting & Finishing

All stainless steel surfaces must be unpainted, cleaned with an acid wash solution to remove carbon "burns" from the stainless steel webs.

All non-stainless steel components must be painted aluminum.

Reflective tape must be added to the sides and rear of the body, approximately 4" width strip, alternating red and white reflective colors. Location must be approved by AIS's Automotive Engineering Section, prior to installation.

6.42. Bid Line #6: Stainless Steel Insert With Conveyor, Spinner and Pre-Wet Tanks

6.42.1. Intent

Bid Line #6 describes a combination dump and spreader insert, approximately 11-ft (inside dimension), stainless steel, rear discharge.

6.42.2. Overall Design

Capacity must be a minimum of 10 cubic yards.

Inside length must be approximately 11-foot, outside length must be approximately 12-foot for inserting into truck body, with suitable tiedowns.

The insert design must maximize the capacity and lower the center of gravity of the unit.

Insert side height must be approximately 32".

6.42.3. Side Walls and Floor Construction

The sides and floor must be constructed as one-piece sections, incorporating a minimum 6" floor to side radius.

The sides must be constructed of 7 gauge 304 or 201 2B stainless steel.

6.42.4. Conveyor

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.

Conveyor floor must be constructed 3/16" AR400, 190,000 PSI yield, 200,000 PSI tensile strength, Brinell hardness of 400.

Drive sprockets must be double keyed to conveyor shaft, 2" diameter drive and idler shafts with 8 tooth sprockets.

The conveyor must be driven by a heavy duty motor.

The main conveyor must be approximately 18" wide with 304 or 201 2B stainless steel bolts on underinsert pans.

The insert must have an integrated 304 or 201 2B stainless steel, 15" spreader apron. Bolt on pans should be provided under the extension apron.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

The conveyor must have a pintle chain with ¼" by 1½" conveyor crossbars spaced on every link. Crossbars must be welded top and bottom.

6.42.5. Spinner and Chute Assembly

The spinner must be approximately 17" in diameter.

Spinner baffles must be adjustable left to right, front to back, and up and down to facilitate control of the spread pattern.

The front spinner baffle must be adjustable for undercarriage protection.

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.

Spinner assembly must be designed and mounted to allow for load dumping without removing the spinner.

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 should be removable as a one piece assembly.

6.42.6. Pre-Wet System

Two 75 -gallon polyethylene pre-wet tanks with bulk tank fill quick couplings and caps must be integrated into rear fenders of the insert. 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.

The pre-wet pump must be self-priming with a capacity of 4 GPM at 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 adjacent to one of the pre-wet tanks in a location that does not protrude beyond the rear of the truck.

All tubing must be stainless steel with corrosion resistant JIC fittings.

The liquid output must be controlled by an adjustable flow control valve on the hydraulic drive motor input.

The flow control valve must be adjustable from zero to maximum flow for increasing or decreasing saturation of the material being sprayed.

All components should be mounted on a stainless steel plate within a corrosion resistant sealed enclosure with a hinged cover.

Pre-wet tanks must be secured to insert sides by stainless steel brackets, and must be removable.

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 calcium magnesium acetate (CMA).

The pump and motor must be connected with one-piece flex coupling. The coupling must be protected.

The pump must be designed for a minimum of 1000 hours of service without maintenance or lubrication.

A pre-wet pump power off/on switch must be provided, with power on indicator and a "pre-wet tanks empty" indicator with audible alarm.

A heavy-duty wiring harness from the cab to the pump with weather and corrosion resistant sealed connectors and protective covers must be included.

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Pre-wet tank fill port must be located at the rear of the tank. Level sensor must be installed at the front of the tank.

6.42.7. Metering Orifice Tube or Nozzles

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.

6.42.8. Top Grate Screens

Screens must be constructed of 3/8" rods extending through 2 x ¼" bar. 4 screen sections must be hinged to a 6" longitudinal I-beam or 3.5" pipe, providing 2.5" x 3" clear openings.

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 should be secured with chains.

6.42.9. Rear Hinge Assembly

The assembly must be constructed of approximately 6" x 8" by ½" steel.

Two-inch, 303 stainless steel hinge pins must be connected to 2½" hinge blocks using replaceable greaseless composite bushings for a minimal pin- to bushing clearance.

6.42.10. LED Light Package

The rear pillars of the dump insert must have three amber flashing lights installed. All lights should 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.

6.42.11. Painting & Finishing

All stainless steel surfaces must be unpainted, cleaned with an acid wash solution to remove carbon "burns" from the stainless steel webs.

All non-stainless steel components must be painted aluminum.

Reflective tape must be added to the sides and rear of the insert, approximately 4" width strip, alternating red and white reflective colors. Location must be approved by AIS's Automotive Engineering Section, prior to installation.

6.43. Bid Line #7: Stainless Steel Insert with Spray bar and Anti-Icing Tank

6.43.1. Intent

Bid Line #7 describes an anti-icing insert, approximately 10-ft (inside dimension), stainless steel, rear discharge.

6.43.2. Overall Design

Capacity must be a minimum of 1,800 gallon.

Inside length must be approximately 11-foot, outside length must be approximately 12-foot for mounting into truck body, with suitable tiedowns.

The insert design must maximize the capacity and lower the center of gravity of the unit.

Insert side height must be minimum 30".

6.43.3. Side Walls and Floor Construction

The sides and floor must be constructed as one-piece sections, incorporating a minimum 6" floor to side radius.

The sides must be constructed of 7 gauge 304 or 201 2B stainless steel.

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 section.

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6.43.4. Anti-Icing System

An 1,800 gallon polyethylene anti-icing tank, with bulk tank fill quick couplings and 16" vented lid, must be integrated into the insert. A replaceable screen line strainer and corrosion resistant shut off valves must be included. Anti-icing 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 level, provides a visual and audible alarm in the cab, and shuts off the liquid pump when anti-icing liquid supply is depleted. Fluid level markings must be incorporated into the tank.

The anti-icing pump must be self-priming with a capacity of 40 GPM at 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 anti-icing pump. The pump control box must be mounted adjacent to the anti-icing tank in a location that does not protrude beyond the rear of the truck.

All tubing must be stainless steel with corrosion resistant JIC fittings.

The liquid output must be controlled by an adjustable flow control valve on the hydraulic drive motor input.

The flow control valve must be adjustable from zero to maximum flow for increasing or decreasing application.

All components should be mounted on a stainless-steel plate within a corrosion resistant sealed enclosure with a hinged cover.

Anti-icing tank must be secured to insert by stainless steel brackets. Tank must be positioned entirely within the body of the truck, with no rear overhang.

The system must be compatible with various anti-icing solutions, including, but not limited to, the following; sodium chloride, calcium chloride, magnesium chloride, potassium acetate and calcium magnesium acetate (CMA).

The pump and motor must be connected with one-piece flex coupling. The coupling must be protected.

The pump must be designed for a minimum of 1000 hours of service without maintenance or lubrication.

An anti-icing pump power off/on switch must be provided, with power on indicator and a "anti-icing tanks empty" indicator with audible alarm.

A heavy-duty wiring harness from the cab to the pump with weather and corrosion resistant sealed connectors and protective covers must be included.

Anti-icing tank fill port must be located at the rear of the tank. Level sensor must be installed at the front of the tank.

Tank must be equipped with anti-surge baffles.

6.43.5. Metering Orifice Tube or Nozzles

Anti-icing nozzles or variable displacement orifices must be mounted to the rear of the insert, positioned on a spray bar to eject liquid in a one-, tow- or three lane setting. Nozzle design/placement must ensure correct anti-icing spread pattern.

6.43.6. LED Light Package

The rear pillars of the insert must have three amber flashing lights installed. All lights should 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.

6.43.7. Painting & Finishing

All stainless steel surfaces must be unpainted, cleaned with an acid wash solution to remove carbon "burns" from the stainless steel webs.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

All non-stainless steel components must be painted aluminum.

Reflective tape must be added to the sides and rear of the insert, approximately 4” width strip, alternating red and white reflective colors. Location must be approved by AIS’s Automotive Engineering Section, prior to installation.

6.44. Bid Line #8: Plow Frame, Hitch and Crankshaft-Driven Hydraulic System with Electronic Controller

6.44.1. Intent

Bid line #8 describes 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 (bid lines 2, 3, 5, and 6) and plows (11 and 12) described elsewhere in this document.

6.44.2. Plow Frame / Hitch Design

The plow hitch must be of heavy-duty, custom designed unit, specially manufactured to attach to the frame of the truck chassis proposed by the Contractor in Bid Line #1.

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.

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.

The plow frame/hitch must be designed to permit close-coupling the specified hydraulic pump with minimal shaft angularity.

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.

6.44.3. Plow Frame / Hitch Construction

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.

Vertical mounting brackets must be constructed of ½" plate, installed between inside flanges of chassis frame rail.

The mounting bracket must be secured to frame and side plates with 3/4" Grade 8 bolts.

The main frame must incorporate any/all bracketry required to mount itself, the torque arm, the bumper, the quick coupling angle, etc.

A top reinforced cross angle, 3 x 3 x ½", must be furnished.

6.44.4. Torque Arm

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.

The cross tube must be produced from 5" diameter, ½" wall steel tubing and must rotate within bearing blocks located at each end.

The bearing blocks must be a minimum of 7½” x 8½" x 1½" 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.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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 ½" thick plate gusset reinforcements. The lift arm must be shaped to allow full lift without damage to the grille.

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.

A ram produced from 1½" thick steel plate must also be attached to the cross tube. This arm must connect the hydraulic cylinder to the cross tube.

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 ½" wall square steel tubing. The tube must be mounted through the ram arm, and must be butted to the lift and fully welded.

6.44.5. Plow Lift Cylinder

The lift cylinder must be of double-acting, heavy duty design, 4" diameter bore and 2" diameter rod with 8" stroke.

The cylinder must be completely rebuildable using commercially available replacement parts and standard rebuilding practices.

The cylinder must be equipped with a single 1¼" thick steel lug at each end. Lugs must be drilled with 1" diameter holes to accept anchor pins.

The cylinder must be provided with ½" diameter ports, a hard chrome plated piston rod, polyurethane “U” cup seals and rod wiper.

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.

6.44.6. Plow Quick Coupler

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.

The quick-coupling hitch must be identical in both construction and design to the Frink “Tor-Lok” or equivalent. 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.

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.

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.

The locking device must be designed as to permit oscillation of the snow plow whenever uneven road contours are encountered.

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 should be determined by AIS’s Automotive Engineering Section at preconstruction meeting or upon pilot model inspection.

The face of the receiver angle should 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.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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.

6.44.7. Plow Braces

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.

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.

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.

A mounting plate must be provided for installation of a cylinder sensor module.

A mounting bracket must be furnished for installation of two plow reverse hoses.

6.44.8. Plow Frame / Hitch Fasteners Etc.

All plow frame/hitch fasteners should be #8 hex head cap screws and self-locking nuts with nylon inserts.

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.

Extra heavy-duty steel tow hooks (Cleveland Hardware and Forging Company model 2801-A or equivalents) must be mounted to the plow frame side plates, accessible and suitably anchored.

Shear blocks / angles, must be installed at all stressed mounting points to reduce the transfer of force to the mounting bolts.

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.

6.44.9. Plow Frame / Hitch Painting

All metal surfaces must be sand / shot blasted prior to painting / powder coating to ensure removal of any / all, surface rust.

If painted, all metal surfaces must be primed with a minimum of 2 coats of "Rustoleum" brand spray primer or equivalent.

Plow frame, hitch, braces, etc. must be powder coated or sprayed with sufficient coats of DuPont Imron #3504 HN, "Sierra Tan", or an equivalent, to produce a long lasting, quality finish.

6.44.10. Crankshaft Driven Pump

System must be provided with a hydraulic pump. The hydraulic pump must be an axial piston pressure and flow compensated load - sensing type.

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.

Suction line must be sized to meet the pump manufacturer's recommendation for a pump speed of 3000 RPM.

The pump must a 1¼" keyed drive shaft and SAE type "C" mounting flange.

A low oil shutdown valve must be mounted to outlet of pump with latched momentary override switch.

6.44.11. Pump Mounting

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.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

The pump mounting must be incorporated with a bracket fabricated to mount in the extended frame rails of the truck.

6.44.12. Driveline
The hydraulic pump must be driven directly off the engine crankshaft by a splined driveline to allow for movement.

The driveline must include grease fittings on both U-joints for maintenance.

6.44.13. Hydraulic Reservoir
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.

A 2" full flow brass ball valve must be plumbed at the suction port of the tank.

6.44.14. Filters
A hydraulic oil filter must be mounted in the reservoir.

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.

The filter must include visual and electrical bypass indicators.

Low level fluid warning lights and high temperature with shutdown must be mounted in the cab and wired to the electrical bypass indicator.

6.44.15. Hydraulic Lines
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.

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. During the term of the Contract, AIS's Automotive Engineering Section, to view a sample. Exact mounting location will be determined at the Pre-Construction meeting.

The stainless steel hydraulic tubes installed must have flared ends and proper JIC fittings.

Stainless steel tubes must be utilized in lieu of flexible hydraulic tubing wherever practicable.

6.44.16. Hydraulic Valve Bank
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.

Each hydraulic function must be provided with an individual manifold stacked together to form the manifold base.

The hydraulic control valves must be pulse-width modulated, proportionally controlled.

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.

All segments must have heavy duty continuous duty coils and connections must be with DIN or C2 connectors.

All coils must operate at 12 VDC and require a maximum of 1400 mA.

The conveyor and spinner must be controlled by a single manifold.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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.

Valve sections must have adjustable stroke limiter flow controls for each function.

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

Manual hydraulic shutoffs must be provided at the following locations:

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

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.

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

6.44.17. Spreader Control Center

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

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

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

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

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

The controller must have a single joystick. The hoist must be proportional with interlock for safety. All functions must be proportionally controlled.

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

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

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

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

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

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

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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

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

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

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.

The control unit must incorporate touch pad or toggle control and an adjustable back lit panel and visual display of text.

The text display must inform the operator of spread rate information and calibration parameters.

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.

The unit must provide real time and date.

The unit must provide spinner speed adjustment, standby (pass) feature, and stationary / low speed unload mode.

The unit must have a programmable “jump start” to provide immediate material flow at start up.

6.44.18. Pre-wet System Display

The display on control panel must show gallons per ton and total gallons.

In setup mode and operational mode, the unit must be adjusted as gallons per ton.

An empty tank indicator with buzzer and shutdown must be included.

6.44.19. Plow Lights

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 should be actuated via a dash-mounted switch which utilizes chassis factory wiring. Light housings must be corrosion- and impact-resistant.

6.45. Bid Line #9: Maintenance Software Package

Pricing for a maintenance software package must be provided on Bid Line 9. The 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.

6.46. Bid Line #10: Laptop Computer

The Contractor must provide pricing for laptop computers to run all programs provided in the software package. Pricing for laptop computers must be indicated on bid line 10. Laptop computers will be ordered as needed and the City will retain the laptops as City property at the conclusion of the Agreement.

6.47. Bid Line #11: Fixed Angle Snow Plow

The Contractor must provide pricing for a fixed angle snow plow, with spring trip, steel moldboard, fixed angle push frame, and continuous seam welding.

5.108.2. 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.

Two horizontal braces must be provided.

Plow attack angle must be adjustable between 5° and 20°.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

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.

A 1080 C steel cutting edge, 11’ x .5” x 6” must also be installed.

Plow must be designed to allow continuous level lift in any position.

Push frame must be 96”, constructed from 4” square tube, with a .375” thickness.

Pivot plates must be reinforced with a .375” thick rectangular gusset.

Prior to finishing, all metal surfaces must be phosphate washed. Plow must be painted or powder coated safety yellow.

Plow must be fully compatible with the “Tor-Loc” or equivalent plow hitch mating system described elsewhere in this document.

6.48. Bid Line #12: Reversible Snow Plow

The Contractor must provide pricing for a reversible snow plow, with spring trip, steel moldboard, reversible angle push frame, and continuous seam welding.

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

Two horizontal braces must be provided.

Plow attack angle must be adjustable between 5° and 20°.

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.

A 1080 C steel cutting edge, 11’ x .5” x 6” must also be installed.

Plow must be designed to allow continuous level lift in any position.

Push frame must be 96”, constructed from 4” square tube, with a .375” thickness.

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.

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.

A 3” x 10” x .5” moldboard attack angle brace connection plate must be continuously welded to the push frame assembly.

Reversing action must be accomplished through the use of two 3” x 10” x 1.5” nitrided, double-acting hydraulic cylinders.

Prior to finishing, all metal surfaces must be phosphate washed. Plow must be painted or powder coated yellow.

Plow must be fully compatible with the “Tor-Loc”or equivalent plow hitch mating system described elsewhere in this document.

6.49. Bid Line #13: Auxiliary Heater System

Units ordered with bid line # 11 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.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Cab must be warmed by a diesel-fired air heater installed on the floor of the cab. Mounting location and methods should be approved prior to construction by AIS's 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.

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 AIS's 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.

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.

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.

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 AIS's 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.

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.

Simple directions should 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 should be approved prior to construction by AIS's Automotive Engineering Section.

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 or

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upon the request of the CPO. If the information is not provided upon the request of the CPO, the bid shall be considered non-responsive. Verifications must be current at the time of bid.

6.50. Bid Line #14: Parts, Mechanical and Electrical

The City has various contracts for parts and service; the City may purchase any parts under this Contract that are to be used for the vehicles purchased hereunder ("Parts") to the extent that the City is unable to purchase them under those other parts and service contracts.

Parts should be supplied by the Original Equipment Manufacturer (OEM) of the 6x4 Diesel Powered Conventional Cab Chassis with Dump Bodies, Pre-wet Systems, Snow Plow Hitches and Snow Plows. Examples of parts include but are not limited to turbo chargers, radiators, steering gear, fuel tanks, starters, fan clutches, air driers, starting batteries, lower steering shafts and brake drums.

Parts to be furnished under this Contract should be new OEM parts, and must carry original product warranty. Parts, accessories, assemblies and components furnished under this contract must be compatible and interchangeable with vehicles purchased under this Contract. Contractor must be capable of obtaining wholesale pricing for readily available stock parts.

The City will pay an amount for such Parts equal to the then-current manufacturer's price list for dealers plus the mark-up or discount bid by the contractor on the proposal pages hereof. When submitting an invoice, contractor must provide such information as the Commissioner requests substantiating the calculation of pricing, which may include a copy of the catalog page showing the manufacturer's catalog price.

Attached as Exhibit 3, the City has included a Mechanical and Electrical Parts worksheet, which must be filled out by the bidder, and which will enable the bidder to complete its bid on the proposal page. The worksheet requests pricing for what the City believes is a representative sample of the Parts that may be purchased under the Contract. The purpose of the worksheet is to enable the City to compare bids for Parts; it will only be used for canvassing purposes. The City is not limited to purchasing only the Parts designated on the worksheet, and the prices that the bidders fill in for those Parts on the worksheet will not control the price that the contractor will bill the City at during the term of the contract. As noted above, the price paid by the City will be based upon the then-current manufacturer's price list and the mark-up or discount bid by the contractor. Percentage mark-up or discount will be fixed at the amount bid for the term of this Agreement, without any adjustments. The mark-up or discount will be inclusive of all costs associated with the Parts purchased under this contract, including without limitation any and all peripheral costs (such as transportation, pick up and delivery, guarantees and warranties, restock charges, testing, inspection, reports, insurance, etc.).

Bidders must follow the instructions on the worksheet. Failure to complete the worksheet, or failure to accurately transcribe these key figures from the worksheet on to the proposal pages, will result in rejection of that bidder's bid.

6.51. Bid Line #15: Labor to Perform Mechanical and Electrical Repair Services in Contractor's Shop, Regular Business Hours

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, as quoted for this bid line. Regular business hours will be considered to be all hours Monday through Friday, 7:00 a.m. to 3:00 pm., excluding Holidays, unless the Contractor's regular service hours are longer, then the Contractor's regular service hours will apply.

The labor rates must include any and all peripheral costs.

6.52. Bid Line #16: Labor to Perform Mechanical and Electrical Repair Services in Contractor's Shop, Non-Regular Business Hours

In the event of an emergency (i.e. major snowstorm, etc.), the Contractor 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. Emergency Repair Service calls are defined as calls for service requested outside of Regular Business Hours including weekends and Holidays.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

The Contractor will be notified by the Commissioner of AIS or their authorized representative when emergency service is required.

The Contractor must not perform any work outside the regular working hours without the prior authorization from the Commissioner of AIS or their authorized representative.

The labor rates must include any and all peripheral costs.

6.53. Bid Line #17: Vehicle Towing- Drive, Two, or Transport Vehicles or Equipment Between City Facility and Contractor's Shop (each way)

The cost for transporting a vehicle purchased under this Contract each way for service between a City of Chicago location and a Contractor's location must include all peripheral costs, including, but not limited to, the following: providing a properly licensed driver or operator, any necessary tow or transport vehicle, and paying for all necessary tolls and permits. For the avoidance of doubt, the price bid on this line item will be apply for to each one way trip.

6.54. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)

6.54.1. Definitions

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

"Commissioner of AIS" means the City's Commissioner of the Department of Assets, Information, and Services.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of 2FM.

6.54.2. Safety Enhancing Requirements

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

(A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as

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attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.

(B) Left and right side convex mirrors; and

(C) At least one crossover mirror on the passenger side.

6.54.3. Compliance

Contractor shall submit a written compliance plan to the Commissioner of AIS with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of AIS, the contractor must submit to the Commissioner of AIS, in a form and manner provided by the CPO, a report that includes the following:

(A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;

(B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);

(C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and

(D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

6.54.4. Annual Waiver Requests

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

6.54.5. Costs

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

6.54.6. Enforcement

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than $1,000.00 nor more than $5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in MCC 1-21-010(d).

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ARTICLE 7. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT, WOMENBUSINESS ENTERPRISE COMMITMENT, AND VETERAN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

7.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned 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, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income 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.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Pursuant to Section 2-92-955 of the Municipal Code of Chicago, the Chief Procurement Officer is authorized to establish a contract-specific participation goal to veteran-owned small local businesses certified by the City (VBEs) if the contract has an estimated value in excess of $10,000, and there are least three VBEs in each of one or more areas of specialty germane to the contract, and the contract-specific goal is not more than 1% of the contract's value.

Accordingly, the Contractor commits to make Good Faith Efforts 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 Percentage	WBE Percentage	VBE Percentage
3%	2%	0%

(See Form "*Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract*" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This MBE and WBE 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 any combination of the foregoing.

The VBE commitment is met by the Contractor's status as a VBE, or a by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the VBE participation in such joint venture), or by subcontracting a portion of the work to one or more VBEs, or by the purchase of materials used in the performance of the contract by one or more VBEs, or by any combination of the foregoing.

Note: MBE, WBE, and VBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either an MBE or a WBE, but not both, and businesses certified as both MBE or WBE and VBE may only be listed on the bidder's compliance plan as an MBE or WBE or a VBE to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of the MBE/WBE 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 contracts.

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Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent MBE or WBE credit, up to a maximum of a total of 5% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

7.2. Definitions

"Area of Specialty" means the description of an MBE, WBE, or VBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE, WBE, or VBE firm's claimed specialty or expertise. Each MBE/WBE or VBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE, WBE, and VBE 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/VBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBE/VBEs to satisfactorily perform the work proposed.*

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

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

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE, WBE, and VBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" means the value of payments made to MBE, WBE, or VBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified Firms maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs, WBEs, and VBEs, 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 WBE, and VBE firms.

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"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE, WBE, or VBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE, WBE, or VBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE, WBE, or VBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm or VBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE or VBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement") or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority-owned Business Enterprise" or **"MBE"** means a firm awarded certification as a small, local minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as an MBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or **"MCC"** means the Municipal Code of the City of Chicago.

"Supplier" or **"Distributor"** refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Veteran-owned Business Enterprise" or "VBE" means a firm awarded certification as a veteran-owned small local business in accordance with the City ordinances and Regulations. It does not mean a firm that has been found to be ineligible or which has been decertified by the City.

"Women-owned Business Enterprise" or **"WBE"** means a firm awarded certification as a small, local women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a WBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

7.3. Joint Ventures

The formation of joint ventures to provide MBEs, WBEs, and VBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture for MBE or WBE credit may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE. A joint venture for VBE credit may consist of any combination of VBEs and non-certified firms as long as one member is a VBE.

a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

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i. The MBE, WBE, or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

ii. The MBE, WBE, or VBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;

iii. Each joint venture partner executes the bid to the City; and

iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) or VBE credit for work performed by VBE joint venture partners equal to the value of work performed by the MBE, WBE, or VBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE, WBE, or VBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE/VBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE, WBE, or VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B form and the proposed joint venture agreement. These documents must both clearly evidence that the MBE, WBE, or VBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's, WBE's, or VBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;

ii. Work items to be performed by the MBE's, WBE's, or VBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;

iii. Work items to be performed under the supervision of the MBE, WBE, or VBE joint venture partner; and

iv. The MBE's, WBE's, or VBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE, WBE, or VBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting

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process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE, WBE, or VBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

7.4. Counting MBE/WBE and VBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE and VBE compliance plans and completing Schedule D-1 and D-V for guidance on what value of the participation by MBEs, WBEs, and VBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom an MBE, WBE, or VBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE, MBE and VBE, WBE and VBE, or any combination thereof may only be listed on a bidder's compliance plan as either a MBE, a WBE, or a VBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE, WBE, and VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.

   i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

   ii. An MBE, WBE, or VBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE, WBE, or VBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs, WBEs, or VBEs do not participate, to determine whether non-MBE, and non-WBE, and non-VBE firms perform the same function in the marketplace to make a determination.

   iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first-tier subcontractor.

b. Only the value of the dollars paid to the MBE, WBE, or VBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).

c. For maintenance, installation, repairs or inspection, or professional services, if the MBE, WBE, or VBE performs the work itself: 100% of the value of work actually performed by the MBE's, WBE's, or VBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE, WBE, or VBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE, WBE, or VBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

d. If the MBE, WBE, or VBE is a manufacturer: 100% of expenditures to an MBE, WBE, or VBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific

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Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

e. If the MBE, WBE, or VBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE, WBE, or VBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

f. If the MBE, WBE, or VBE is a broker:

i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

ii. As defined above, Brokers provide no commercially useful function.

g. If the MBE, WBE, or VBE is a member of the joint venture contractor/bidder:

i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE, WBE, or VBE performs with its own forces toward the Contract Specific Goals; or

ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in the Schedule B.

iii. A joint venture may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs; however, work subcontracted out to non-certified firms may not be counted.

h. If the MBE, WBE, or VBE subcontracts out any of its work:

i. 100% of the value of the work subcontracted to other MBEs, WBEs, or VBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

ii. 0% of the value of work that an MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).

iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

7.5. Reductions to or Waiver of MBE, WBE, and VBE Goals

The following standards are used in determining whether or not a reduction or waiver of the MBE/WBE/VBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the

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MBE, WBE, and/or VBE Contract-Specific Goals 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/VBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority, Women, and Veteran 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.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE/VBE goals, including proof of notification to assist agencies except:

- Bidders 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 Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding 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 or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

7.5.1. Direct 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 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/VBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE/VBE firms;
2. A listing of all MBE/WBE/VBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE/VBE firms solicited;
    - Date and time of contact;
    - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE/VBE vendors that includes:
    - Project identification and location;

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- Classification/commodity of work items for which quotations were sought;
- Date, item and location for acceptance of subcontractor bid proposals;
- Detailed statement which summarizes direct negotiations with appropriate MBE/WBE/VBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- Affirmation that Good Faith Efforts have been demonstrated by:
  - choosing subcontracting opportunities likely to achieve MBE/WBE/VBE goals; and
  - not imposing any limiting conditions which were not mandatory for all subcontractors; and
  - providing notice of subcontracting opportunities to MBE/WBE/VBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
  - documented efforts or actual commitment to the Indirect Participation of MBE/WBE/VBE firms.

OR

b. Subcontractor participation will be deemed excessively costly when the MBE/WBE/VBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:

1. A detailed statement of the work identified for MBE/WBE/VBE participation for which the bidder asserts the MBE/WBE/VBE quote(s) were excessively costly (in excess of 20% higher).
   - A listing of all potential subcontractors contacted for a quotation on that work item;
   - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE/VBE 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:
   - The City's estimate for the work under a specific subcontract;
   - The bidder's own estimate for the work under the subcontract;
   - An average of the bona fide prices quoted for the subcontract;
   - Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE/VBE or other firm.

7.5.2. Assist Agency Participation in wavier/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE/VBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

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The notice requirement of this Section will be satisfied if a bidder contacts at least one of the organizations on the City of Chicago Assist Agency List (available on the Department of Procurement Services website) when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Special Conditions 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 to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

7.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE, WBE, and/or VBE 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.

The requirements set forth in these Regulations (this subsection 7.5 "Reductions to or Waiver of MBE, WBE, and VBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE/VBE 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 Chief Procurement Officer, 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, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

7.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs, WBEs, and VBEs to perform work on the contract:

- MBE/WBE and VBE compliance plans demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals as set forth in Section 6.5 of these Regulations. Please note that bidders must submit Schedule C's and D's demonstrating to what extent bidder is able to meet the Contract Specific Goals even if the bidder submits a request for reduction or waiver of the Contract Specific Goals.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE, WBE, and VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier

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subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.
A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County 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. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).
If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 7.3, "Joint Ventures," above. 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) Schedule D-1: Required Schedules Regarding 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 has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 7.5 "Reductions to or Waiver of MBE, WBE, and VBE Goals" herein, the bidder 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, depends upon requirements agreements and blanket 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. . Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, as determined by the Chief Procurement Officer in her

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sole discretion, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement
Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

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

(1) Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier and/or Consultant.
The bidder must submit the appropriate Schedule C-V with the bid for each VBE included on the Schedule D-V. Suppliers must submit the Schedule C-V for Suppliers, first tier subcontractors must submit a Schedule C-V for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-V for second tier Subcontractors. Each Schedule C-1 must be executed by each VBE and accurately detail the work to be performed by the VBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the VBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the VBE in its Area of Specialty. If a facsimile copy of the Schedule C-V has been submitted with the bid, an executed original Schedule C-V must be submitted by the bidder for each VBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-V in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.
A copy of each proposed VBE firm's current VBE Letter of Certification from the City must be submitted with the bid/proposal. All VBE Letters of Certification issued by the City of Chicago include a statement of the VBE firm's Area of Specialty. The VBE firm's scope of work, as detailed by their Schedule C-V, must conform to their stated Area of Specialty. Letters of Certification for VBEs that the City has found to be ineligible or decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).
If the bidder's VBE proposal includes the participation of a VBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 7.3, "Joint Ventures," above. In order to demonstrate the VBE 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 VBE; and (3) the commitment of management, supervisory and operative personnel employed by the VBE 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) Schedule D-V: Required Schedules Regarding VBE Utilization
Bidders must submit, together with the bid, a completed Schedule D-V committing them to the utilization of each listed VBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the VBE commitment in accordance with Section 7.5 "Reductions to or Waiver of MBE, WBE, and VBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each VBE firm included on their

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Schedule D-V. The total dollar commitment to proposed VBEs must at least equal the VBE goal. Bidders are responsible for calculating the dollar equivalent of the VBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-V must conform to those presented in the submitted Schedule C-V. Bidders shall not be permitted to add VBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional VBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any VBE in order to achieve conformity between the Schedules C-V and D-V.

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

7.7. Reporting Requirements During the Term of the Contract

a. 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, WBEs, and VBEs included in their approved MBE/WBE and VBE Utilization Plans. These written agreements will be made available to the Chief Procurement Officer upon request.

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

c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

d. All subcontract agreements between the contractor and MBE/WBE/VBE firms or any first tier non-certified firm and lower tier MBE/WBE/VBE firms must contain language requiring the MBE/WBE/VBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

   Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: https://chicago.mwdbe.com

e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE, WBE, and VBE participation and the status of any MBE, WBE, or VBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs, WBEs, and VBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

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7.8. Changes to Compliance Plans

7.8.1. Permissible Basis for Change Required

No changes to the MBE/WBE or VBE Compliance Plans or contractual MBE, WBE, and VBE commitments or substitution of MBE, WBE, or VBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE, WBE, or VBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE, WBE, or VBE subcontractor shall be permitted only on the following basis:

a) Unavailability after receipt of reasonable notice to proceed;

b) Failure of performance;

c) Financial incapacity;

d) Refusal by the subcontractor to honor the bid or proposal price or scope;

e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;

g) The subcontractor's withdrawal of its bid or proposal; or

h) De-certification of the subcontractor as an MBE, WBE, or VBE (graduation from the MBE/WBE or VBE program does not constitute de-certification).

i) Termination of a Mentor Protégé Agreement.

7.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE, WBE, or VBE or otherwise change the Compliance Plan, the procedure will be as follows:

a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute an MBE, WBE, or VBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE, WBE, or VBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.

b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.

c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE, WBE, or VBE subcontractor. Documentation of a replacement MBE, WBE, or VBE, or of Good Faith Efforts, must meet the requirements in Section 6.5. If the MBE, WBE, or VBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE, non-WBE, or non-VBE.

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d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs, WBEs, or VBEs have a fair opportunity to bid on the new scope of work.

e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE/VBE contract requirements.

7.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and 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 demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE, WBE, or VBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE, WBE, or VBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445, 2-92-740, or 2-92-955, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

7.10. Arbitration

a) In the event a contractor has not complied with the contractual MBE/WBE/VBE percentages in its Schedule D-1 and/or D-V, underutilization of MBEs/WBEs/VBEs shall entitle the affected MBE/WBE/VBE 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. Any disputes between the contractor and such affected MBEs/WBEs/VBEs 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/VBE in accordance with these Regulations. This provision is intended for the benefit of any MBE/WBE/VBE affected by underutilization and grants such entity specific third-party beneficiary rights. Any rights conferred by these Regulations 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 an MBE/WBE/VBE.

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b) An MBE/WBE/VBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE/VBE 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/VBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE/VBE.

d) The MBE/WBE/VBE 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.

7.11. Equal Employment Opportunity

Compliance with the requirements set forth in these Regulations will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

7.12. Attachments and Schedules

The following attachments and schedules follow:

- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE/VBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform as Subcontractor, Supplier and/or Consultant
- Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier, and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization
- Schedule D-V: Compliance Plan Regarding VBE Utilization

Note: Attachment A: Assist Agencies may be found on the DPS website.

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Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE/VBE Goals

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 1281271
Project Description: 6X4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snow Plows

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

Dear _____:

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

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

_____

_____

_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Minority/Women/Veteran Business Enterprise contract goals. **Due to the inability to identify an appropriate MBE/WBE/VBE 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 and VBE Programs, 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:

Gabriel Rodriguez
Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

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

Sincerely,

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Schedule B – Affidavit of MBE/WBE/VBE Joint Venture

This form need not be submitted if all venturers are MBEs, WBEs, and/or WBEs (as applicable). In such a case, however, a written joint venture agreement among the MBE, WBE, and VBE venturers must be submitted. In all proposed ventures, each MBE, WBE, and/or VBE venture 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, attach additional sheets. **In all proposed joint ventures, each MBE, WBE, and/or VBE venturer must submit a copy of its current Letter of Certification**.

I. Name of joint venture: _____

Address: _____

Telephone number of joint venture: _____

II. Email address: _____

Name of non-MBE/WBE/VBE venturer: _____

Address: _____

Telephone number: _____

Email address: _____

Contact person for matters concerning MBE/WBE/VBE compliance: _____

III. Name of MBE/WBE/VBE venturer: _____

Address: _____

Telephone number: _____

Email address: _____

Contact person for matters concerning MBE/WBE/VBE compliance: _____

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

_____

_____

_____

_____

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE, WBE, and/or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint

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venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE/VBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE/VBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE/VBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

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

MBE/WBE/VBE ownership percentage(s) _____

Non-MBE/WBE/VBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:

a. Dollar amounts of initial contribution: _____

b. Dollar amounts of anticipated on-going contributions: _____

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

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

5. Provide copies of <u>all</u> written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract and each contract completed during the past two 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:

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A. Joint venture check signing:

_____
_____
_____

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

_____
_____
_____
_____

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

_____
_____
_____
_____

D. Acquisition of lines of credit:

_____
_____
_____
_____

E. Acquisition and indemnification of payment and performance bonds:

_____
_____
_____
_____

F. Negotiating and signing labor agreements:

_____
_____
_____
_____

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

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

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

_____

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B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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X. If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE/VBE venturer (number) _____

Employed by MBE/WBE/VBE venturer_____

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

_____

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

_____

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

_____

_____

_____

_____

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

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

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

_____ _____

Name of MBE/WBE/VBE Partner Firm Name of Non-MBE/WBE/VBE Partner Firm

_____ _____

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Signature of Affiant

Name and Title of Affiant

Date

Signature of Affiant

Name and Title of Affiant

Date

On this _day of_____, 20 ___ , the above-signed officers

_____,

(names of affiants)

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

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

_____

Signature of Notary Public

My Commission Expires: _____(Seal)

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan

SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR NON-CONSTRUCTION PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: 6x4 DIESEL POWERED CONVENTIONAL CAB ETC -SS 12/8/23

Specification No.: 1281271

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of TransChicago Truck Group
(Name of Prime Consultant/Contractor).

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 and/or Cook County, Illinois (Letters of Certification Attached).

I. **Direct Participation of MBE/WBE Firms:**

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

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract: 12/8/23 -SS

1. Name of MBE/WBE: TRIANGLE FABRICATION and BODY CO. INC
   Address: 1443 W 43RD ST. CHICAGO IL 60609
   Contact Person: JOE GONZALES
   Phone Number: 77-523-0421
   Dollar Value of Participation $ D.U.R
   Percentage of Participation % 3
   Mentor Protégé Agreement (attach executed copy): ( ) Yes (X) No Add'l Percentage Claimed:[1] ___%
   Total Participation % 3
2. Name of MBE/WBE: PARAMOUNT TRUCK BODY CO.
   Address: 4929 S MASON AVE. CHICAGO IL 60638
   Contact Person: Karen OLeary - SS 12/8/23

[1] The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: 312-666-6441

Dollar Value of Participation $ D.U.R

Percentage of Participation % 2

Mentor Protégé Agreement (attach executed copy): ( ) Yes (x) No Add'l Percentage Claimed: ___%

Total Participation % 2

3. Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

   Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ___%

   Total Participation % _____

4. Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

   Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ___%

   Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not 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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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:

1. Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation %_____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation %_____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation %_____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation %_____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal **(Direct & Indirect)**

1. MBE Direct Participation

12/8/23
SS

MBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
TRIANGLE FAB & BODY CO INC	D.U.R	3
Total Direct MBE Participation	D.U.R	3

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal **(Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
PARAMOUNT TRUCK BODY CO	D.U.R	2
Total Direct WBE Participation	D.U.R	2

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Indirect WBE Participation		

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Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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

STEVE SZYMCZAK 312-257-7499

(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor ( ) does / (X) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

TransChicago Truck Group

(Name of Prime Contractor – Print or Type)

State of: IL

County of: Dupage

(Signature)

P. Douglas Cayce

(Name/Title of Affiant – Print or Type)

12-6-23

(Date)

On this 6th day of Dec, 2023, the above signed officer P. Douglas Cayce

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

(Notary Public Signature)

OFFICIAL SEAL
ROSARIO LUCE-DELEON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/24
SEAL

Commission Expires: 3/15/2024

03/2019

Page 5 of 5

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant

FOR NON-CONSTRUCTION PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant SS 12/8/23

Project Name: 6x4 Diesel Powered Conventional Cabs ETC Specification No.: 1281271

From: Tri-Angle Fabrication & Body Co. INC - SS 12/8/23
(Name of MBE/WBE Firm)

To: TransChicago Truck Group and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

SS — Motor Vehicle Body Manufacturing

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

12/8/23 D.U.R. . Invoices paid within 30 days.

SS 12/8/23

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

SUB-SUBCONTRACTING LEVELS

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

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

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

One or more owners or principals of the Prime Contractor ( ) does / (X) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) Dec 4, 2023 (Date)

Jose A. Gonzalez President JG - 12/8/23
(Name/Title-Please Print)

JoeGonzalez@TRI-ANGLEFAB.com 773-523-0421
(Email & Phone Number)

03/2019 Page 1 of 1

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY 12 2023

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

Re: Change in Address

Dear Mr. Gonzalez:

We are pleased to inform you that we have updated your certification to reflect your firm's change in address and NAICS code(s). **Tri-Angle Fabrication & Body Co., Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of March 15th.**

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of March 15th.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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 an **MBE** 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;
- 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.

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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):

332312 - Fabricated Structural Metal Manufacturing
332313 - Plate work (e.g., Bending, Cutting, Punching, Shaping, Welding), Fabricated Metal, Manufacturing
332710 - Machine Shops
336211 - Motor Vehicle Body Manufacturing
423110 - Automobile Merchant Wholesalers
423820 – Farm and Garden Machinery and Equipment Merchant Wholesalers
423840 - Industrial Supplies (except Disposable Plastics, Paper) Merchant Wholesalers
423860 - Transportation Equipment and Supplies (Except Marine Pleasure Craft, Motor Vehicles) Merchant Wholesalers
532120 - Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing
811121 - Automotive Body, Paint and Interior Repair and Maintenance
811210 - Electronic and Precision Equipment Repair and Maintenance
811310 - Commercial and Industrial Machinery Repair and Maintenance Services

Your firm's participation on City contracts will be credited only toward MBE 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/ht

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Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant

FOR NON-CONSTRUCTION PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: 6X4 DIESEL POWERED CONVENTIONAL CABS ETC - SS 12/8/23 Specification No.: 1281271

From: Paramount Truck Body CO. ss 12-8-23
(Name of MBE/WBE Firm)

To: PATSON INC dba TRANSCHICAGO TRUCK GROUP and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

Provide body equipment as necessary per contract.

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

D.U.R. Invoices paid within 30 days.

SS 12/8/23

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

SUB-SUBCONTRACTING LEVELS

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

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

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

One or more owners or principals of the Prime Contractor ( ) does / (X) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Karen OLeary December 7, 2023
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

KAREN OLEARY CEO KO December 8, 2023
(Name/Title-Please Print)

paramounttruckbody@gmail.com 312.666.6441
(Email & Phone Number)

03/2019

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CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

AUG 18 2023

Karen O'Leary
Paramount Truck Body Co.
4949 S. Mason Avenue
Chicago, Illinois 60638

RE: CONTINUATION OF CERTIFICATION

Dear Ms. O'Leary:

We are pleased to inform you that **Paramount Truck Body Co.,** continues to be certified as a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** recertification is a continuation of your previous certification which expired **June 1, 2023** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of June 1st.**

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of June 1st.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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;
- 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.

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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):
336211 – Truck Bodies and Cab Manufacturing
336211 – Boxes, Truck (e.g., cargo, dump, utility, van), Assembled on Purchased Chassis
336211 – Truck Bodies Assembling on Purchased Chassis
811111 – General Automotive Repair Shops
811121 – Automotive Body Shops
811121 – Body Conversion Services, Automotive
811121 – Body Shops, Automotive
811121 – Paint Shops, Automotive
811121 – Truck Trailer Body Shops
811121 – Truck Trailer Paint and Body Repair
811121 – Van Conversion (except on assembly line or factory basis)
811310 – Cargo Container Repair and Maintenance Services
811310 – Industrial Refrigeration Repair and Maintenance Services
811310 – Truck Refrigeration Repair and Maintenance Services
811310 – Welding Repair Services (e.g., automotive general)

Your firm's participation on City contracts will be credited only toward **WBE** 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/cm

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MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-V WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

SCHEDULE D-V

Compliance Plan Regarding VBE Utilization

Project Name:_____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of_____ .
(Name of Prime Consultant/Contractor)

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

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

I Direct Participation of VBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of VBE participation, first consider involvement with VBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified VBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each VBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each VBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

2. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

3. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

4. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

Add additional sheets if necessary

II. Indirect Participation of VBE Firms

NOTE: This section need not be completed if the VBE goals have been met through the direct participation outlined in Section I. If the VBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the VBE Special Conditions in a request for a waiver or reduction of VBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

VBE 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:

1. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

2. Name of VBE: _____

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Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation $ _____

Percentage of Participation % _____

3. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation $ _____

Percentage of Participation % _____

4. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation $ _____

Percentage of Participation % _____

Add additional sheets if necessary

II. Summary of VBE Proposal

A. VBE Proposal

1. VBE Direct Participation

VBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Direct Participation		

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2. VBE Indirect Participation

VBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Indirect Participation		

The Prime Contractor designates the following person as its VBE Liaison Officer:

_____ _____

(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any VBE listed in this Schedule D.

Provide names of such individuals and their respective ownership percentages, and identify the VBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:_____

_____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____

(Name of Prime Contractor – Print or Type)

State of:_____

_____

(Signature)

County of:_____

_____

(Name/Title of Affiant – Print or Type)

_____

(Date)

On this_____day of_____, 20_____, the above signed officer _____

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

_____

(Notary Public Signature)

SEAL:

Commission Expires:_____

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ARTICLE 8. INSURANCE REQUIREMENTS

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

8.1. Insurance Required

8.1.1. Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

8.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

8.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operation to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the City site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

8.1.4. Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections 8.1.1, 8.1.2, 8.1.3 and 8.1.4 herein.

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8.1.5. 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 arising directly or indirectly from the work of services.

The Contractor is responsible for any damage to City property including the specified vehicles or equipment at replacement cost while in Contractor's care custody and control.

8.1.6. Property

Contractor is responsible for all loss or damage to City of Chicago machinery and equipment at full replacement cost that results from this Contract including property in the care, custody, and control of Contractor during any repairs at Contractor's repair site.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented or used by Contractor.

8.2. Additional Requirements

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. 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 requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor 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 and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. 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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in Section 8.1, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section 8.1, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section 8.2. Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

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CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 191818
Certificate Printed on: 12/06/2023

Date of This Filing:12/06/2023 10:05 AM
Original Filing Date:12/06/2023 10:05 AM

Disclosing Party: Patson Inc.dba TransChicago Truck Group
Filed by: Mr. ERIC PRATHER

Title:CFO

Matter: 6X4 DIESEL POWERED CONVENTIONAL CAB/CHASSIS WITH DUMP BODIES, PREWET SYSTEMS, SNOWPLOW HITCHES, AND SNOW PLOWS
Applicant: Patson Inc.dba TransChicago Truck Group
Specification #: 1281271
Contract #:

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

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

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ARTICLE 10. BIDDER CONTACT INFORMATION

Person to contact regarding bid:

Name: STEVE SZYMCZAK Phone: 312-257-7499

Address: 776 N. YORK AVE, ELMHURST IL 60126

Indicate if you are:

Manufacturer: YES_____ NO X

Exclusive dealer/distributor/reseller*: YES X NO_____

Authorized dealer/distributor/reseller*: YES X NO_____

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: FREIGHTLINER TRUCKS

Address: 4552 N CHANNEL AVE, PORTLAND OREGON

Phone: (503) 745-8000

Location of facility where inventory maintained: 776 N YORK ST. ELMHURST, IL 60126

Bid Line: 1-17

Proposed Manufacturer and Model Number: FREIGHTLINER SD108 and MTE SNOW + ICE EQUIPMENT

Exceptions (explain): NONE

Location of established automotive, truck or equipment service center:
TRANSCHICAGO TRUCK GROUP: 776 N YORK ST. ELMHURST IL 60126
MONROE TRUCK EQUIPMENT: 1051 W 7TH ST. MONROE WI 53566

List of personnel, by title, that are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the contracted services:
STEVE SZYMCZAK VOCATIONAL SALES, TRANSCHICAGO TRUCK GROUP
JERRY LACORTE MUNICIPAL SALES MANAGER, MONROE TRUCK EQUIPMENT

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-CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
   ( ) 4% Bidder is a City-based business.

   ( ) 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.

   ( ) 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.

2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? ( ) Yes ( ) No

3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? ( ) Yes ( ) No

3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?
   ( ) Yes ( ) No

4. Street address of business location within the City of Chicago (P.O. address not accepted):

   _____

5. Describe the business activities are carried out at the location listed above: _____

   _____

6. How many full-time regular employees are currently employed at the location listed above? _____

7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? _____(for 6% and 8% preferences only)

8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? _____ (for 8% preference only)

9. Total number of full-time regular employees employed at all locations worldwide? _____

10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

    _____

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder (Print or Type):_____

Signature of Authorized Officer (Sign): _____ Date:_____

Title of Signatory (Print or Type): _____

State of _____; County of _____; Signed and sworn (or affirmed) to before me on _____ (date) by _____ (name/s of person/s making statement)

_____
(Signature of Notary Public) (seal)

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Bidder's Commitment to Provide Locally Manufactured Goods Affidavit

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title:_____ Specification #:_____

2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

( ) 25% to 49%-- *1% incentive* ( ) 50% to 74%-- *1.5% incentive* ( ) 75% or greater-- *2% incentive*

3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	**Locally Manufactured Item(s) to be provided**	**Manufacturer***	**Value of Item(s)**
			$
			$
			$
		TOTAL:	**$**

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____
Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

_____
(Signature of Notary Public) (Seal)

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LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title:_____ Specification #: _____

   Bidder/Contractor Name: _____

2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? ( ) Yes ( ) No

3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

   _____

4. Describe the manufacturing activities carried out at the location listed above: _____

   _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:

   Item: _____ Production steps: _____ _____% of value

   Item: _____ Production steps: _____ _____% of value

6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

   _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Manufacturer: _____
(Print or Type)

Signature of Manufacturer Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____
Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

_____
(Signature of Notary Public) (Seal)

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ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? ( ) Yes ( ) No

2. Street address of principal place of business: _____

_____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____ **%**

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____ **%**

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____
Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

_____
(Signature of Notary Public)
(Seal)

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Veteran-Owned Small Local Businesses And Eligible Joint Ventures Affidavit

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-950 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a “veteran-owned small local business” as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?

( ) Yes ( ) No If Yes, attach the bidder’s current City of Chicago VBE certification letter and skip to #7 below.

2. Is bidder an “eligible joint venture” as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?

( ) Yes ( ) No

3. Is at least one member of the eligible joint venture a “small business enterprise” as defined in MCC 2-92-920?

( ) Yes ( ) No

4. Is at least one member of the eligible joint venture a “veteran-owned business enterprise” as that term is defined in MCC 2-92-920?

( ) Yes ( ) No

5. Is the veteran-owned business identified in #4 above an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?

( ) Yes ( ) No

If yes, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-920.

_____

_____

_____

6. Is the veteran-owned business identified in #4 above certified by either: (i) the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) the County of Cook as a veteran business enterprise; (iii) the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business? If yes to any of the above, please provide appropriate documentation.

( ) Yes ( ) No

7. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

_____

8. Provide address of the veteran-owned business, including the County in which it is located. _____

_____

_____

County: _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Bidder must complete the applicable signature line(s) on the following page.

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Veteran-Owned Small Local Businesses AND ELIGIBLE JOINT VENTURES Affidavit – signature page

Required Signature for All Applicants

Name of Veteran-Owned Business: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____

(Signature)

Title of Signatory: _____

(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of Joint Venture (for eligible joint ventures only): _____

(Print or Type)

Name of SBE (for eligible joint ventures only): _____

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

_____

(Signature of Notary Public)

(Seal)

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Bidder's Commitment To Utilize Business Enterprises Owned By People With Disabilities (BEPD)

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title:_____

   Specification #:_____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

   ( ) 2% to 5%-- *1% incentive* ( ) 6% to 9%-- *2% incentive*

   ( ) 10% to 13%-- *3% incentive* ( ) 14% or greater-- *4% incentive*

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____
County of _____
Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

_____
(Signature of Notary Public)
(Seal)

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Mentoring Program Bid Preference Affidavit

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of $100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title:_____

Specification #:_____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by_____ (name/s of person/s making statement).

_____

(Signature of Notary Public) (Seal)

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

Diverse Management and Workforce Bid Incentives Affidavit

By submitting this affidavit, Bidder certifies that it has reviewed Section 2-92-407 of the Municipal Code of Chicago ("MCC"), represents that it is eligible for the applicable bid incentive(s), and commits to maintaining a diverse workforce and/or management in the percentage(s) indicated below.

The Bid Incentives to Encourage Diverse Management and Workforce as described in MCC 2-92-407 are applicable to competitively bid contracts funded solely by City funds. Bidder may qualify for and apply for both or either of the diverse management and diverse workforce bid incentives. Additional information on these bid incentives including Affirmative Action Advisory Board decisions, if any, may be found on the DPS Website at https://www.chicago.gov/city/en/depts/dps.html.

Bidder must submit this affidavit and required documentation with the bid if it desires to be considered for either bid incentive. Bidders that do not submit this affidavit the applicable completed Detailed Diverse Management and Detailed Diverse Workforce Excel sheets will not be eligible to receive either bid incentive. Attach additional sheets if necessary.

The CPO may request additional information or documentation before determining to apply the incentive(s).

Contract title: _____

Specification #: _____

1. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?

( ) 10% to 20% —¬ 0.5% incentive

( ) Greater than 20% to 40% — 2% incentive

( ) Greater than 40% — 4% incentive

( ) N.A. – not requesting diverse management incentive

2. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?

( ) 10% to 20% — 2% incentive

( ) Greater than 20% to 40% — 4% incentive

( ) Greater than 40% — 6% incentive

( ) N.A. – not requesting diverse workforce incentive

3. How many full-time, permanent employees are currently employed by Bidder? _____

4. How many of Bidder's full-time, permanent employees are considered Diverse as defined in MCC 2-92-407? _____

5. How many of Bidder's full-time, permanent employees are considered Management as defined in MCC 2-92-407? _____

6. How many of Bidder's full-time, permanent employees identified above as Management are considered Diverse as defined in MCC 2-92-407? _____

Note: You must attach the Detailed Diverse Management and Detailed Diverse Workforce Excel sheets provided in the Specification to this affidavit. If only one of the Excel sheets is applicable, please fill in "not applicable" on the nonapplicable sheet. (For example, if you are only committing a percentage to Diverse Management, please fill in the Detailed Diverse Management Excel sheet and write "not applicable" on the Detailed Diverse Workforce Excel sheet.)

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the contractor can

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demonstrate that due to circumstances beyond its control, the contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the diversity of its workforce or management as applicable.

Under penalty of perjury the person signing below: (1) warrants that they are authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____
County of _____
Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).
_____
(Signature of Notary Public)
(Seal)

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ARTICLE 11. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

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11.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number 1281271 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) I, 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 or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: PATSON INC DBA TRANSCHICAGO TRUCK GROUP
(Print or Type)

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

TITLE OF SIGNATORY: PRESIDENT / CEO
(Print or Type)

BUSINESS ADDRESS: 776 N YORK ST ELMHURST IL 60126
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST:
(Corporate Secretary Signature) (Affix Corporate Seal)

State of Illinois County of Will

This instrument was acknowledged before me on this 4th day of October 2023 by P. Douglas Cayce as President (or other authorized officer) and Eric Prather as Secretary of PATSON INC DBA TRANSCHICAGO TRUCK GROUP (Corporation Name).

(Seal)

Notary Public Signature

Commission Expires: 3/15/2024

OFFICIAL SEAL
ROSARIO LUCE-DELEON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/24

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BID ACCEPTANCE BY CITY

Contract No.: 251641

Specification No: 1281271

Vendor Name: Patson Inc. DBA TransChicago Truck Group

Total Amount (Value): $ 59,855,319.00

Fund Chargeable: 023-0C79-038-2140-4001-220450-40001131

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

DocuSigned by:
107E72C4FF9B496...

12/20/2023

Mayor **Date**

DocuSigned by:
41FA47A354414E1...

12/18/2023

DS SN

Comptroller **Date**

DocuSigned by:
107E72C4FF9B496...

12/18/2023

Chief Procurement Officer **Date**

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2023

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 have ADDITIONAL INSURED provisions or 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 Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Carlos Juarez PHONE (A/C, No, Ext): (847) 463-7875 FAX (A/C, No): (847) 440-9127 E-MAIL ADDRESS: Carlos.Juarez01@MarshMMA.com
INSURED TRANTRU-01 Patson, Inc. dba TransChicago Truck Group 776 N. York St. Elmhurst IL 60126	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : PinnaclePoint Insurance Compan — 15137 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 155917998 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCP7001607	4/1/2023	4/1/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

Proof of Insurance
RE: Spec 1281271: 6X4 DIESEL POWERED CONVENTIAONAL CAB/SHASSIS WITH DUMP BODIES

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation policy only, when required by written contract and where allowed by law.

CERTIFICATE HOLDER

City of Chicago, Department of Procurement Services
121 North Lasalle, Room 806
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Paljak

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CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 12/04/2023

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Certificate Processing Department	
Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 200 Carmel IN 46032	PHONE (A/C, No, Ext): (317)846-5554	FAX (A/C, No): (317)846-5444
	E-MAIL ADDRESS: certs@shepherdins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Motorists Comml Mutual Insurance Co	13331
INSURED Patson Inc., DBA: TransChicago Truck Group; TransChicago Truck Lease LLC; TransChicago NationaLease 776 N York St Elmhurst IL 60126-1356	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES PROD / CUSTOMER ID: 00013520 CERTIFICATE #: CL2382805203 REVISION #:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS USED IN GARAGE BUSINESS			5000584328	09/01/2023	09/01/2024	AUTO ONLY (Ea accident)	$ 1,000,000
							OTHER THAN AUTO ONLY: EA ACCIDENT	$ 1,000,000
							OTHER THAN AUTO ONLY: AGGREGATE	$ 3,000,000
A	GARAGE KEEPERS LIABILITY [ ] LEGAL LIABILITY [X] DIRECT BASIS [X] PRIMARY [ ] EXCESS			5000584328	09/01/2023	09/01/2024	[X] COMP / OTC LOC	$ See Attached
							[ ] SPECIFIED PERILS LOC	$
							[X] COLLISION LOC	$ See Attached
							LOC	$
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			5000584328	09/01/2023	09/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			5000589505	09/01/2023	09/01/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under REMARKS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic additional insured status when agreed in writing in a contract or agreement for auto liability on a primary & non-contributory basis per form CACWMG00015 04/17. Automatic additional insured status when agreed in a written contract for general liability "your operations" (including ongoing and completed ops liability) on a primary & non-contributory basis per form CACWCC0000 05/17. A waiver of subrogation for general/auto liability is automatic if waived under a written contract or agreement per the attached CACWMG0007 04/17.

CERTIFICATE HOLDER

City of Chicago
Dept. of Procurement Services
121 North Lasalle, Room 806
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00013520

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Shepherd Insurance, LLC.	Patson Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 30 FORM TITLE: Certificate of Garage Insurance: Notes

Re: Specification # 1281271: 6X4 Diesel Powered Conventlaonal Cab/Chassis With Dump Bodies, Prewet Systems, Snowplow Hitches and Snowplows

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) NON-SCHEDULED

CA CW MG0007 0417

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

AUTO DEALERS COVERAGE FORM

The **AUTO DEALERS COVERAGE FORM** is amended as follows:

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **SECTION IV – LOSS CONDITIONS, A. Loss Conditions** does not apply if subrogation is waived prior to the "accident" or "loss" under a written contract with that person or organization.

The **BUSINESS AUTO COVERAGE FORM** is modified as follows:

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **SECTION IV – BUSINESS AUTO CONDITIONS** does not apply if subrogation is waived prior to the "accident" or "loss" under a written contract with that person or organization.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc with its permission

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Shepherd Insurance, LLC		Patson, Inc. 776 N York St Elmhurst, IL 60126
POLICY NUMBER 5000584328		
CARRIER Motorists Commercial Mutual	NAIC CODE 13331	EFFECTIVE DATE: 09/01/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: Garagekeepers Limits per Location

GARAGEKEEPERS LIMITS:

776 N York St, Elmhurst, IL 60126	- $3,420,000
19521 NE Frontage Rd, Shorewood, IL 60404	- $1,800,000
2333 W 25th Ave, Gary, IN 46404	- $2,700,000
Total	- $7,920,000

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Additional Named Insureds

Other Named Insureds

Patson, Inc.

DBA TransChicago Truck Group

DBA Northwest Ford & Sterling Truck Centers

TransChicago Truck Lease, LLC

DBA TransChicago NationaLease

TransChicago Isuzu Truck Center

PDC Property Management, LLC

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POLICY NUMBER: 5000352708

CA CW CC0000 0517

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOM COVERAGE – CUSTOM COVERAGE – ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART

CUSTOM COVERAGE – ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT WITH YOU
This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
A. SECTION II – GENERAL LIABILITY COVERAGES, D. Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract that
such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions: or
2. The acts or omissions of those acting on your behalf;
In the performance of your ongoing operations for the additional insured; or
3. When required in a written contract, "your work" included within the "products-completed operations hazard."
However, the insurance afforded to such additional insured(s):
1. Only applies to the extent permitted by law; and
2. Will not be broader than that which is required by a contract or agreement you have entered into with the additional insured(s).
B. With respect to the insurance afforded to these additional insureds, the following exclusions apply:
This insurance does not apply to:
1."Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
b. Supervisory, inspection, architectural or engineering activities.
2. Any negligent act or omission committed by any additional insured.
Exclusion B.2. does not apply to liability assumed by you in a written contract that is an "insured contract."
3. "Bodily injury," "property damage" or "personal and advertising injury" that occurs prior to the execution of the written contract.
4."Your work" completed prior to the effective date of this endorsement and included in the "products-completed operations hazard."
5."Bodily injury" or "property damage" caused by "your work" included within the "products-completed operations hazard," when not required in a written contract.
C. The limits of insurance applicable to the additional insured are those specified in the written contract or in the

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Declarations for this Coverage Form, whichever are less. If no limits are specified in the written contract, the limits applicable to the additional insured are those specified in the Declarations for this Coverage Form. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
D. The following is added to SECTION IV – CONDITIONS, B. General Conditions, 5. Other Insurance:
Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other primary insurance available to an additional insured under your policy provided that:
1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other primary insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

All other terms and conditions remain unchanged

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ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT – PRIMARY LIABILITY

CA CW MG0015 0417

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **Who Is An Insured** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the **BUSINESS AUTO COVERAGE FORM** and **SECTION I – COVERED AUTOS COVERAGE, D. Covered Autos Liability Coverage** of the **AUTO DEALERS COVERAGE FORM** is amended to include any person or organization you are required to add as an additional insured on this policy under a written contract or agreement currently in effect or becoming effective during the term of this policy, provided that a certificate of insurance showing that person or organization as an additional insured has been issued.

B. The insurance provided by this endorsement applies only with respect to liability arising out of operations performed for the additional insured by you.

   However, the insurance afforded to such additional insured:

   1. Only applies to the extent permitted by law; and
   2. Will not be broader than that which is required by a contract or agreement you have entered into with the additional insured.

C. The coverage provided by this endorsement will be primary and noncontributory with respect to any other primary coverage available to the additional insured provided that:

   1. The additional insured is a Named Insured under such other insurance; and
   2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not see contribution from any other primary insurance available to the additional insured.

D. The Limits Of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this coverage form, whichever is less. These Limits Of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations

All other terms and conditions remain unchanged.

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EXHIBIT 2: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: 6X4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Power Systems, Snow Plow Hitches, and Snow Plows

Specification #: 1281271

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

(i) A statement that sexual harassment is illegal in Chicago;

(ii) The following definition of sexual harassment: "'Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.";

(iii) A requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;

(iv) Examples of prohibited conduct that constitute sexual harassment;

(v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and

(vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

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Name of Contractor: Patson Inc dba Travis Chicago Truck Group
(Print or Type)

Signature of Authorized Officer: Gloria Wunschel
(Signature)

Title of Signatory: Director of Human Resources
(Print or Type)

State of Illinois

County of DuPage

Signed and sworn (or affirmed) to before me on 12/5/23 (date) by Gloria Wunschel (name/s of person/s making statement).

Rosario Luce-Deleon

(Signature of Notary Public)

(Seal)

OFFICIAL SEAL
ROSARIO LUCE-DELEON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/24

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EXHIBIT 3: MECHANICAL AND ELECTRICAL PARTS WORKSHEET

This worksheet must be filled out by the bidder and attached with the bid submission. This worksheet must be used to generate three numbers. The bidder must enter Box H into the Pricing Schedule, as "Unit Price" for Line 14, Parts, Mechanical and Electrical (See Parts Worksheet)

A. OEM part/assembly/component	B. Manufacturer's Catalog Price	C. UOM	D. Estimated 5 Year Quantity	E. Extended Manufacturer's Catalog Price
Turbo Charger	$3668.44	Ea	106	$388,854.64
Radiator	$1,862.49	Ea	103	$191,836.47
Steering Gear	$ 629.99	Ea	80	$50,399.20
Fuel Tank	$439.99	Ea	100	$43,999.00
Starter	$ 219.11	Ea	563	$123,358.93
Fan Clutch	$1,144.86	Ea	75	$85,864.50
Air Drier	$ 365.83	Ea	171	$62,864.50
Starting battery	$ 74.01	Ea	895	$66,238.95
Lower Steering Shaft	$ 164.99	Ea	196	$22,338.04
Hydraulic Pump	$ 3,055.00	Ea	20	$61,100.00
Drive Belt	$34.73	Ea	28	$972.44
Filter, Air	$139.49	Ea	100	$13,949.00
Transmission, Main. Reman.	$10,346.30	Ea	8	$82,770.40
Filter, Oil	$57.40	Ea.	128	$7,347.20
Pump, Anti-Icer	$606.00	Ea.	20	$12,120.00
Chain, Conveyor	$6,286.00	Ea.	20	$125,720.00
Motor, Conveyor	$398.00	Ea.	20	$7,960.00
Engine, Main	$19,995.00	Ea	8	$159,960.00
Fuel Pump	$2,089.26	Ea	14	$29,249.64
Filter, Fuel	$41.55	Ea	170	$7,063.50
Nozzle, Spray, Anti-Icer	$23.00	Ea	200	$46,000.00
Alternator	$244.39	Ea	10	$2,443.90
Hoist, Body, Complete Assembly	$5,397.00	Ea	20	$107,940.00
Tire / Wheel Assembly	$ 2,253.00	Ea	10	$22.530.00
Filter, Hydraulic	$786.00	Ea	50	$39,300.00
Filter, Water	$275.32	Ea	64	$17,620.48
			F. Sum of Column E:	$1,751,293.00
G. **Bidder's proposed mark-up or discount over manufacturer's Catalog Price:** (Applies to all parts ordered during the Term of the Contract) **Examples: For a 5% markup, enter 1.05. For a 5% discount, enter 0.95.**				1.00 %
H. Total Calculated Mark up or Discount Dollar Amount: Box F multiplied by Box G: (Bidder must transfer to the box marked Unit Price for Line 14, Mechanical and Electric Parts on the Pricing Schedule).				$1,751,239.00

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In addition to the radio power supply, an auxiliary power supply should be provided for charging a portable electrical device.

6.37.16. Wheels and Tires

The front wheels should be steel, hub piloted, disc type, 8.25.

The front tires should be tubeless radial, OTR truck type tires. Size must be 12R22.5, load range H minimum.

The rear wheels must be dual, steel, hub piloted disc type, 8.25, with mylar inserts between the wheels.

The rear tires must be tubeless radial, non-directional drive tires, designed primarily for highway use. Goodyear Unisteel G164 or equivalent, size 11R22.5, load range G (14 ply).

Two spare tires must be furnished per vehicle, one front and one rear, mounted on wheels. Wheels must be painted per paint specification.

Oil bath front and rear wheel seals should be provided.

6.37.17. Painting and Finishing

All metal surfaces must be properly prepared for painting, including removal of any/all surface rust, welding slag, soot, dirt, grease and wax.

All metal surfaces must be primed prior to finishing.

The cab exterior and interior must be painted with DuPont Imron #N0055HN, "City Blue" or equivalent, to produce a long lasting, quality finish. The City reserves the right to choose another custom color at no additional charge.

The entire undercarriage, including frame rails, tanks, axles and all wheels must be sprayed with sufficient coats of DuPont Imron # N3504HN, "Sierra Tan", or equivalent, to produce a long lasting, quality finish.

6.37.18. Cab and Chassis Rustproofing

The cab and chassis must be rustproofed and undercoated using Zeibart brand or other Federal QPL listed corrosion protection material.

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 of the CPO.

Manufacturer of proposed material ZIEBART

Q.P.L.# 2970

Work performed by: ZIEBART OF ILLINOIS

Contact Person: PETE CRASBAUGH

Phone # 847-455-2900

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

6.38. Bid Line #2: Steel Dump Body

6.38.1. Intent

Bid line #2 describes 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.

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

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Freightliner Trucks
Dealer Sales and Service Agreement

THE effective date of this AGREEMENT is the date signed by DAIMLER TRUCKS NORTH AMERICA LLC. THIS AGREEMENT is between DAIMLER TRUCKS NORTH AMERICA LLC (FREIGHTLINER TRUCKS DIVISION), a Delaware Limited Liability Company (hereafter "COMPANY") and

PATSON, INC.
(DEALER'S Corporate Name)

a(n) ☐ Individual

☐ Partnership

☐ Limited Liability Company, operating under the laws of the state of _____

☒ Corporation, duly incorporated in the state of ILLINOIS located at:

776 N. YORK STREET		ELMHURST
Street Address		City
DU PAGE	IL	60126
County	State	Zip

(hereafter "DEALER").

Introduction

COMPANY has established a nationwide network of authorized Freightliner Trucks Dealers to sell and service the Products that are manufactured and distributed by COMPANY. Dealers have been selected by COMPANY based on their experience and commitment that they will sell and service Freightliner Products in a manner that maximizes sales and customer satisfaction. By entering into this Agreement, DEALER represents that the Owner(s) identified in the Agreement have the experience, capital, and facilities necessary to ensure that DEALER meets its commitments under this Agreement and operates a best-in-class truck dealership.

The purpose of this Agreement is to appoint DEALER as an authorized Freightliner Trucks Dealer and to set forth the rights and obligations of COMPANY and DEALER.

I. APPOINTMENT

COMPANY hereby appoints DEALER as an independent authorized dealer for Freightliner Trucks Products subject to the terms and conditions stated in this Agreement, and the fulfillment by DEALER of its commitments to COMPANY. As part of such appointment, COMPANY grants to DEALER:

A. The nonexclusive right to purchase by DEALER for resale the Freightliner Trucks Products as defined herein, and as listed in the Freightliner Trucks Product Addendum. COMPANY may periodically revise the Freightliner Trucks Product Addendum by furnishing DEALER a revised Freightliner Trucks Product Addendum;

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B. The right to conduct dealership operations contemplated under this Agreement at and from the Authorized Location(s) described in this Agreement;

C. The non-exclusive right to display and utilize Freightliner Trucks Product trademarks and service marks in connection with DEALER'S business under this Agreement and in accordance with trademark guidelines established from time to time by COMPANY; and

D. The nonexclusive right to sell Freightliner Trucks Products in DEALER'S Area of Responsibility, as described in DEALER'S Area of Responsibility Addendum. DEALER understands COMPANY may alter DEALER'S Area of Responsibility at any time by providing a revised Area of Responsibility Addendum to DEALER. DEALER and COMPANY understand and agree that additional authorized Freightliner Trucks dealers may be appointed in or near the Area of Responsibility of DEALER when COMPANY, in the exercise of its sole discretion, determines that such new dealers are warranted.

These rights are granted by COMPANY without the payment of any fee or monetary consideration to COMPANY, in consideration of the satisfaction by DEALER of the conditions stated in this Agreement and the fulfillment of the commitments made by DEALER in this Agreement.

DEALER agrees that it will not sell Freightliner Trucks Products for resale or use outside the 50 United States except with express COMPANY approval and in compliance with COMPANY'S Export Sales Policy.

DEALER recognizes that COMPANY may sell Freightliner Trucks Products directly to customers in DEALER'S Area of Responsibility. In this event COMPANY, at its sole discretion, may pay or credit to DEALER a commission.

II. ACCEPTANCE BY DEALER

DEALER accepts the appointment as an independent authorized dealer for Freightliner Trucks Products and the rights herein granted subject to the terms and conditions under which they are granted and agrees to conduct its dealership operations accordingly.

III. RESPONSIBILITIES OF COMPANY

In response to orders from DEALER, COMPANY shall endeavor to provide DEALER with a fair and equitable share of COMPANY'S production of Freightliner Trucks Products. COMPANY shall make available sales and service support to DEALER in the form of advertising, sales promotion and sales campaign materials, sales and service training programs for DEALER personnel, and service and parts manuals, all as COMPANY shall deem necessary for the needs of DEALER. Conditional upon a DEALER meeting all its obligations and requirements under this Agreement, COMPANY will offer to DEALER any newly introduced same branded core class 6, 7 or 8 vehicle(s) intended for the same general application as the Vehicles offered under this Agreement.

IV. RESPONSIBILITIES OF DEALER

A. SALES

DEALER shall use its best efforts to maximize the sale of Freightliner Products in DEALER'S Area of Responsibility. DEALER shall establish and maintain suitable locations in its Area of Responsibility, invest sufficient capital, employ adequate, trained, and competent personnel, and maintain a suitable inventory of Freightliner Trucks Products as may be necessary to fulfill DEALER'S obligations under this Agreement.

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B. SERVICE

DEALER shall provide in its Area of Responsibility prompt, reliable and effective service to all owners and purchasers of Freightliner Trucks Products. DEALER'S service operations shall be open for business in accordance with COMPANY'S published standards and directives. In accordance with the COMPANY standards, DEALER shall establish and maintain complete service facilities, including adequate parts inventory, and employ competent, trained personnel as may be necessary to fulfill DEALER'S obligations under this Agreement.

C. DEALER ANNUAL OPERATING REQUIREMENTS

Without limiting COMPANY'S or DEALER'S obligations under this Agreement, DEALER has signed the Freightliner Trucks Dealer Annual Operating Requirements Addendum. DEALER shall sign a revised Freightliner Trucks Dealer Annual Operating Requirements Addendum each year. DEALER agrees to operate its dealership in accordance with and in fulfillment of the requirements of the Freightliner Trucks Dealer Annual Operating Requirements Addendum, which specifies certain operational requirements for DEALER'S satisfaction of its commitments made in this Agreement. Failure of DEALER to sign the revised DEALER Annual Operating Requirements Addendum shall not relieve DEALER of any of its obligations under this Agreement.

V. AUTHORIZED LOCATION(S) AND NAME

COMPANY hereby approves the following location(s) for DEALER'S business pursuant to this Agreement:

Primary Location

776 N. YORK STREET	ELMHURST	DU PAGE	IL	60126
Street Address	City	County	State	Zip Code

Secondary Location(s)

Street Address	City	County	State	Zip Code
19521 NE FRONTAGE RD	SHOREWOOD	WILL	IL	60404
2333 WEST 25TH AVENUE	GARY	LAKE	IN	46404

DEALER shall not change the location of any salesroom, storage facility, service department, or used vehicle facility, make any major structural or design changes in its dealership facilities, or establish for use in the business subject to this Agreement at any new location any additional salesroom, storage facility, service department, parts satellite, or used vehicle facility, nor display COMPANY service marks or trademarks or Freightliner Trucks Products at any location or facility other than those approved herein, without the prior written consent of COMPANY.

DEALER shall conduct dealership operations only under the name of:

TRANSCHICAGO TRUCK GROUP

and under no other name without the prior written consent of COMPANY.

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ELECTRONIC SIGNATURE PAGE

Agreement: FTL Sales and Service Agreement

Key: QKYZICOKGU

Dealer Code: ZCFD

Having read and completed the electronic signature, DEALER agrees with the requirements and commitments as stated in the above agreement.

This document has been executed by DEALER who acknowledges that this electronic signature is the legal equivalent of physically signing the above agreement.

Having completed the electronic signature, COMPANY accepts and executes the above agreement.

COMPANY acknowledges that this electronic signature is the legal equivalent of physically signing the above agreement.

Dealer: Patson, Inc.

By: P Douglas Cayce

Title: President

Date Signed: 11/18/2016 1:53 PM Pacific Time

DAIMLER TRUCKS NORTH AMERICA LLC
STERLING TRUCK CORPORATION
WESTERN STAR TRUCKS SALES, INC.
FREIGHTLINER CUSTOM CHASSIS CORPORATION

By: Not Signed

Title: Not Signed

Date Signed: Pacific Time

CERTIFICATE OF AUTHORITY

Jesse White
Secretary of State
State of Illinois

DEALER DL2597

DRS 8400002292

VOID AFTER DECEMBER 31, 2023

CORPORATION

CAYCE,P D ,

PATSON INC
DBA TRANSCHICAGO TRUCK GROUP
776 N YORK RD
ELMHURST IL 60126

Type of Vehicles Dealt in STERLING TRUCKS,FREIGHTLINER,WESTERN STAR REPAIRER

Principal Place of Business 776 N YORK RD ELMHURST IL 60126

Supplemental Certificate Numbers 001

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, 2023 unless this license is revoked before the date as provided.

WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 28TH DAY OF OCTOBER, 2022

Jesse White

Secretary of State

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CERTIFICATE OF AUTHORITY

DEALER DL2597

DRS 8400002292

Alexi Giannoulias
Secretary of State
State of Illinois

VOID AFTER DECEMBER 31, 2024

CORPORATION

CAYCE,P D ,

PATSON INC
DBA TRANSCHICAGO TRUCK GROUP
776 N YORK RD
ELMHURST, IL, 60126

Type of Vehicles Dealt in STERLING TRUCKS,FREIGHTLINER,WESTERN STAR,C REPAIRER

Principal Place of Business 776 N YORK RD ELMHURST IL 60126

Supplemental Certificate Numbers 001

Now, therefore, I, Alexi Giannoulias, Secretary of State of the State of Illinois, do hereby license of aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st of December, 2024 unless this license is revoked before the date as provided.

WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 20TH DAY OF NOVEMBER, 2023

Alexi Giannoulias

Secretary of State

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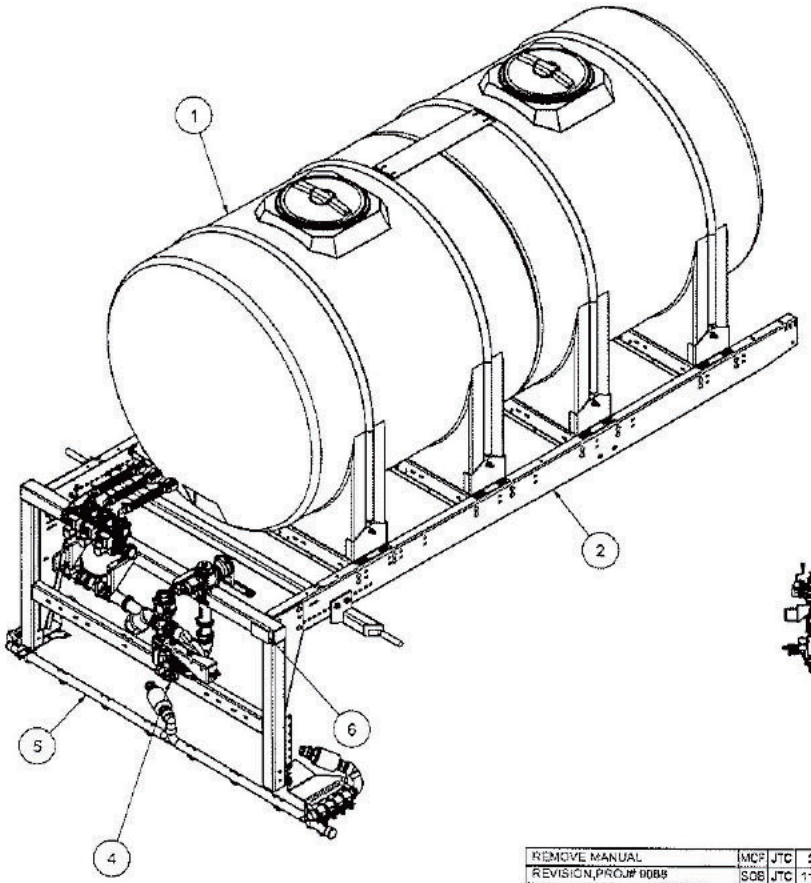

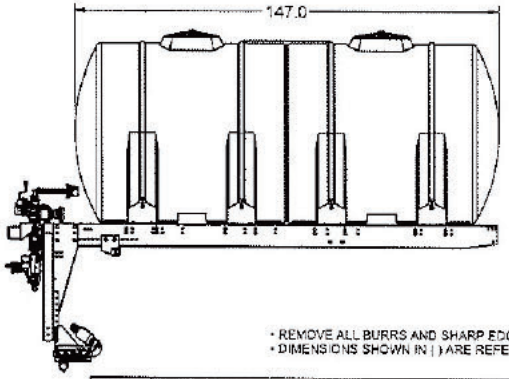

PARTS LIST

ASSY	ITEM	QTY	PART NUMBER	DESCRIPTION
A	1	1	00047814-0	TANK KIT,ANTI-ICE,1800GAL,304
	2	1	00067413-A	SKID ASSY,NARROW,THRU-PIN
	3	2	03063460	STRAP,2X27GAL,POLY W/FLAT
	4	1	00061799-A	PLUMBING KIT,UC,ANTI-ICE,1T
	5	1	00061749-A	BOOM ASSY,ANTI-ICE,1T,3L
	6	1	03060095	TAG,SERIAL NUMBER,STANDARD
B	1	1	00047814-0	TANK KIT,ANTI-ICE,1800GAL,304
	2	1	00067413-B	SKID ASSY,NARROW,THRU-PIN
	3	2	03063460	STRAP,2X27GAL,POLY W/FLAT
	4	1	00061799-B	PLUMBING KIT,UC,ANTI-ICE,1T
	5	1	00061749-B	BOOM ASSY,ANTI-ICE,1T,3L
	6	1	03060095	TAG,SERIAL NUMBER,STANDARD
C	1	1	00047814-C	TANK KIT,ANTI-ICE,1800GAL,A36
	2	1	00067413-C	SKID ASSY,NARROW,THRU-PIN
	3	2	03063460	STRAP,2X27GAL,POLY W/FLAT
	4	1	00061799-C	PLUMBING KIT,UC,ANTI-ICE,1T
	5	1	00061749-C	BOOM ASSY,ANTI-ICE,1T,3L
	6	1	03060095	TAG,SERIAL NUMBER,STANDARD

- REMOVE ALL BURRS AND SHARP EDGES.
- DIMENSIONS SHOWN IN ( ) ARE REFERENCE ONLY.

MATERIAL: SEE PARTS LIST

REVISION	INITIALS	DATE
REMOVE MANUAL	MCF	JTC	5/5/2021
REVISION,PROJ# 9088	SOB	JTC	11/15/2012
RELEASED PROJ# 1428	SOB	X	01/28/2003

TOLERANCES UNLESS OTHERWISE INDICATED: DECIMALS .XX ± .04, .XXX ± .001; ANGULAR ± 1°

ALTERNATION — DATE
DRAWN BY: SOB 1/28/2003
CHECKED BY: JTC 1/28/2003

SQ FT: LBS:

THIRD ANGLE PROJECTION

REV NO: 1

The drawing or the property of Monroe Truck Equipment and is loaned subject to the understanding that it is not to be used in whole or part (specific or the making of drawings, or in connection with any sale thereof, or otherwise, or to be loaned to persons not in the employ of Monroe, or to competitors, except by written consent.

MONROE TRUCK EQUIPMENT
1051 West 7th Street
Monroe, WI 53566-0100
608-328-8127

TITLE: ANTI-ICE UNIT,SLIP-IN,1800,1T 3L,48GPM/L,HYD

REV	SCALE	PART NUMBER	SHEET
B	.05 "=1"	00019123	1 of 1

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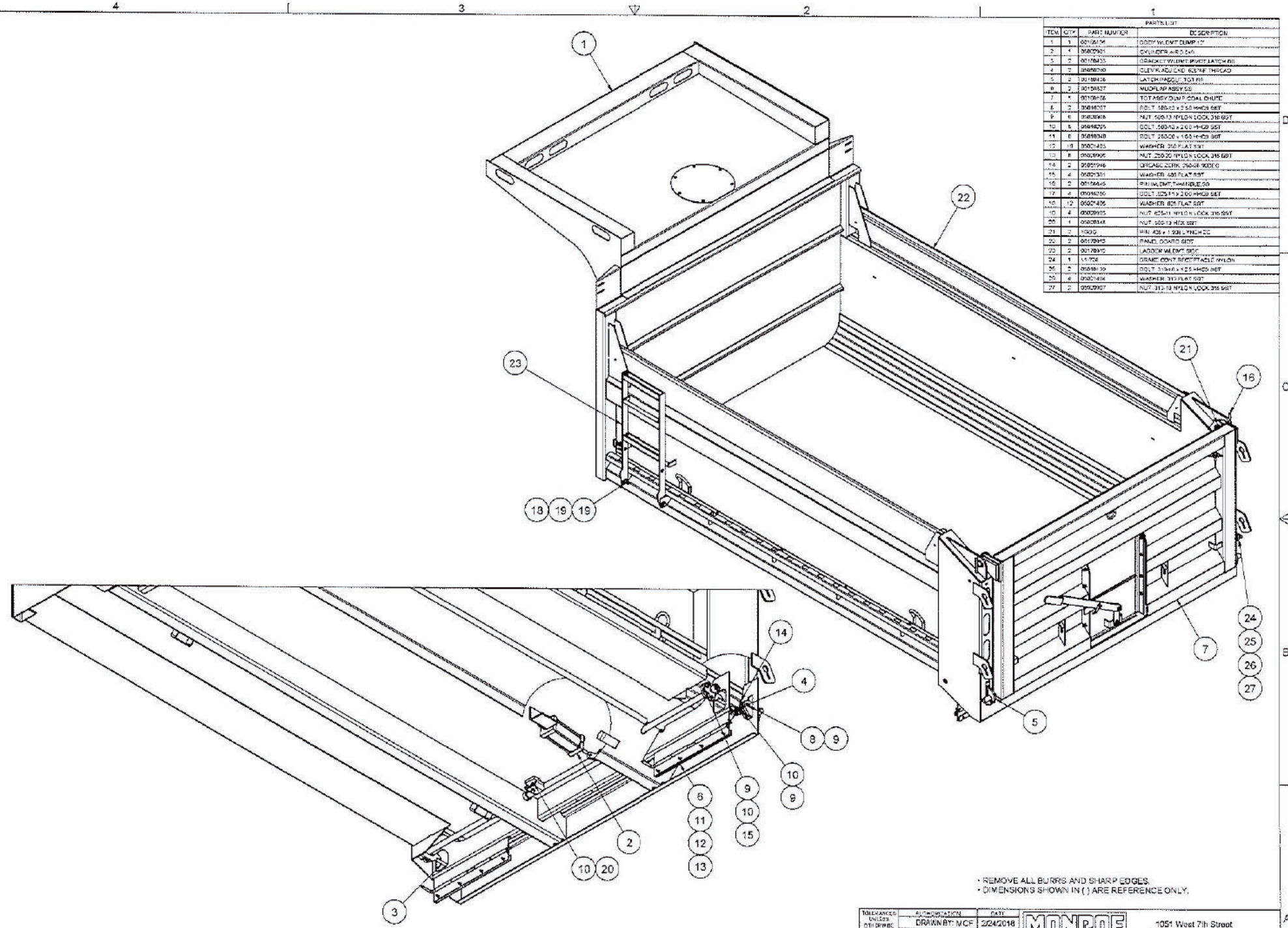

PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	00168134	BODY W.DMT DUMP 12"
2	1	30007901	CYLINDER A.B.S.5x5
3	2	00178833	BRACKET W.DMT PIVOT LATCH RH
4	2	30050090	CLEVIS ADJ END .62 NF THREAD
5	2	30158426	LATCH HASCALL 10210
6	2	30158827	MUDFLAP 16X9 S.S.
7	1	00168156	TOT ASSY DUMP COAL CHUTE
8	2	95010207	BOLT .500-13 x 2.50 HHCS GRT
9	6	95013005	NUT .500-13 NYLON LOCK 316 GRT
10	5	95010205	BOLT .500-13 x 2.00 HHCS GRT
11	8	95010340	BOLT .250-20 x 1.50 HHCS GRT
12	16	95021405	WASHER .250 FLAT GRT
13	8	95023005	NUT .250-20 NYLON LOCK 316 GRT
14	2	95021946	GREASE ZERK .250-28 90DEG
15	4	95021301	WASHER .500 FLAT GRT
16	2	00178845	PIN W.DMT T-HANDLE.50
17	4	95010250	BOLT .625-11 x 2.00 HHCS GRT
18	12	95021405	WASHER .625 FLAT GRT
19	4	95023105	NUT .625-11 NYLON LOCK 316 GRT
20	1	95020348	NUT .500-13 HEX GRT
21	2	10000	PIN .438 x 1.938 LYNCH 2C
22	2	00178843	PANEL BOARD 60DT
23	2	00178815	LADDER W.DMT 60DC
24	1	11702	GRAND CONT.RECEPTACLE NYLON
25	2	95010139	BOLT .312-18 x 1.25 HHCS GRT
26	4	95021404	WASHER .312 FLAT GRT
27	2	95023007	NUT .312-18 NYLON LOCK 316 GRT

- REMOVE ALL BURRS AND SHARP EDGES.
- DIMENSIONS SHOWN IN ( ) ARE REFERENCE ONLY.

REVISION	INITIALS	DATE
ECN #13474	JRD	10/19/2017
ECN #12936	JRD	6/2/2016
RELEASED, PR # 10809	MCF JRD	2/24/2016

TOLERANCES UNLESS OTHERWISE SPECIFIED: DECIMALS .XX ± .05, .XXX ± .010, ANGULAR ± 1°

AUTHORIZATION: DRAWN BY: MCF 2/24/2016; CHECKED BY: JRD 2/24/2016

SQ FT: 185.4150

THIRD ANGLE PROJECTION

REV PW 2

MONROE TRUCK EQUIPMENT
1051 West 7th Street
Monroe, WI 53566-9100
608-328-8127

TITLE: BODY ASSY,DUMP,12" CHICAGO,2015

REV. A | SIZE C | SCALE .06 "=1" | PART NUMBER 00168135 | SHEET 1 of 1

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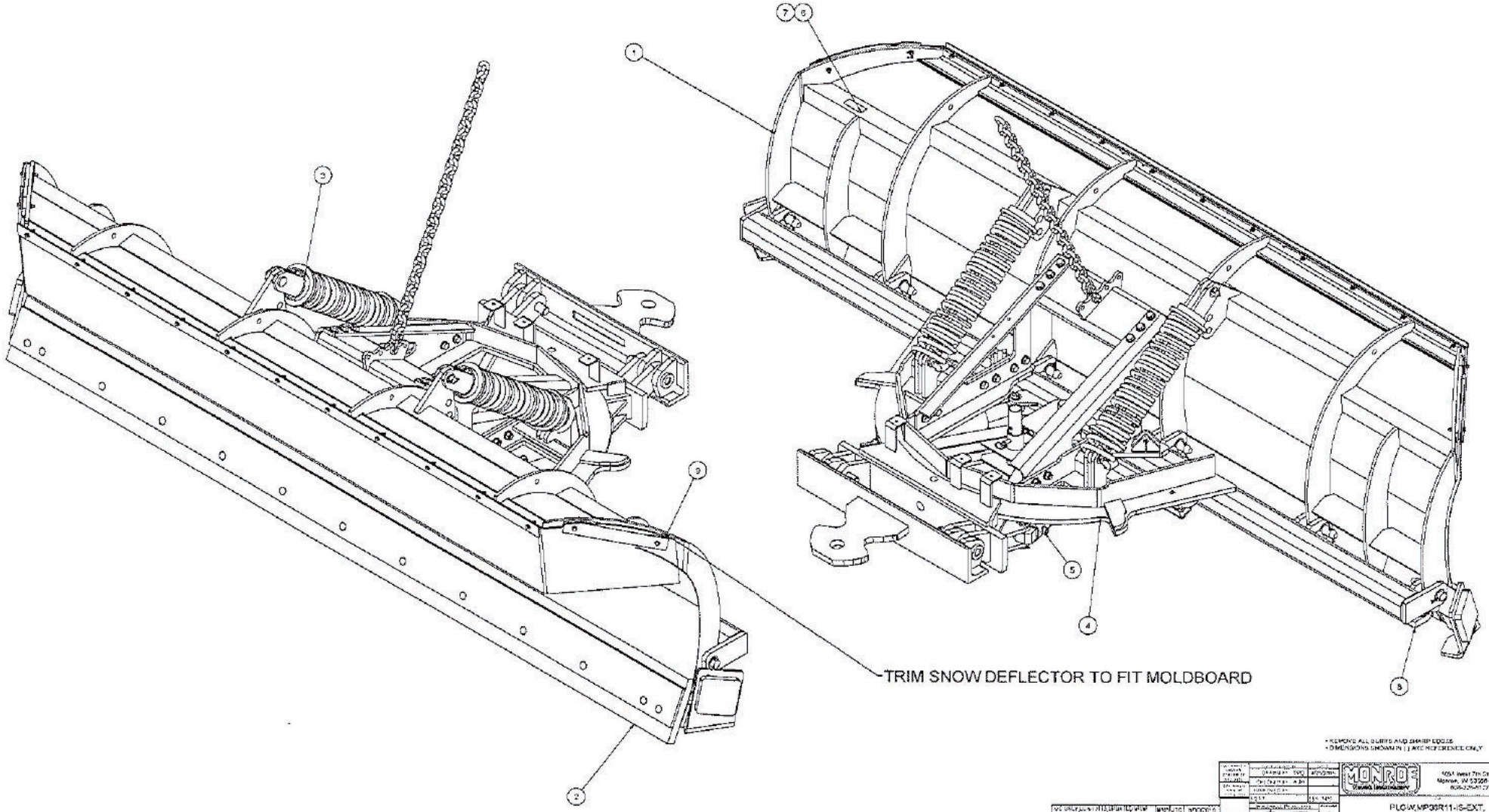

- REMOVE ALL BURRS AND SHARP EDGES
- DIMENSIONS SHOWN IN [ ] ARE REFERENCE ONLY

MONROE

1501 West 7th Street
Monroe, WI 53566-9100
608-328-8171

PLOW,MP9R11-IS-EXT,
CHICAGO,2015

00167604

1 of 1

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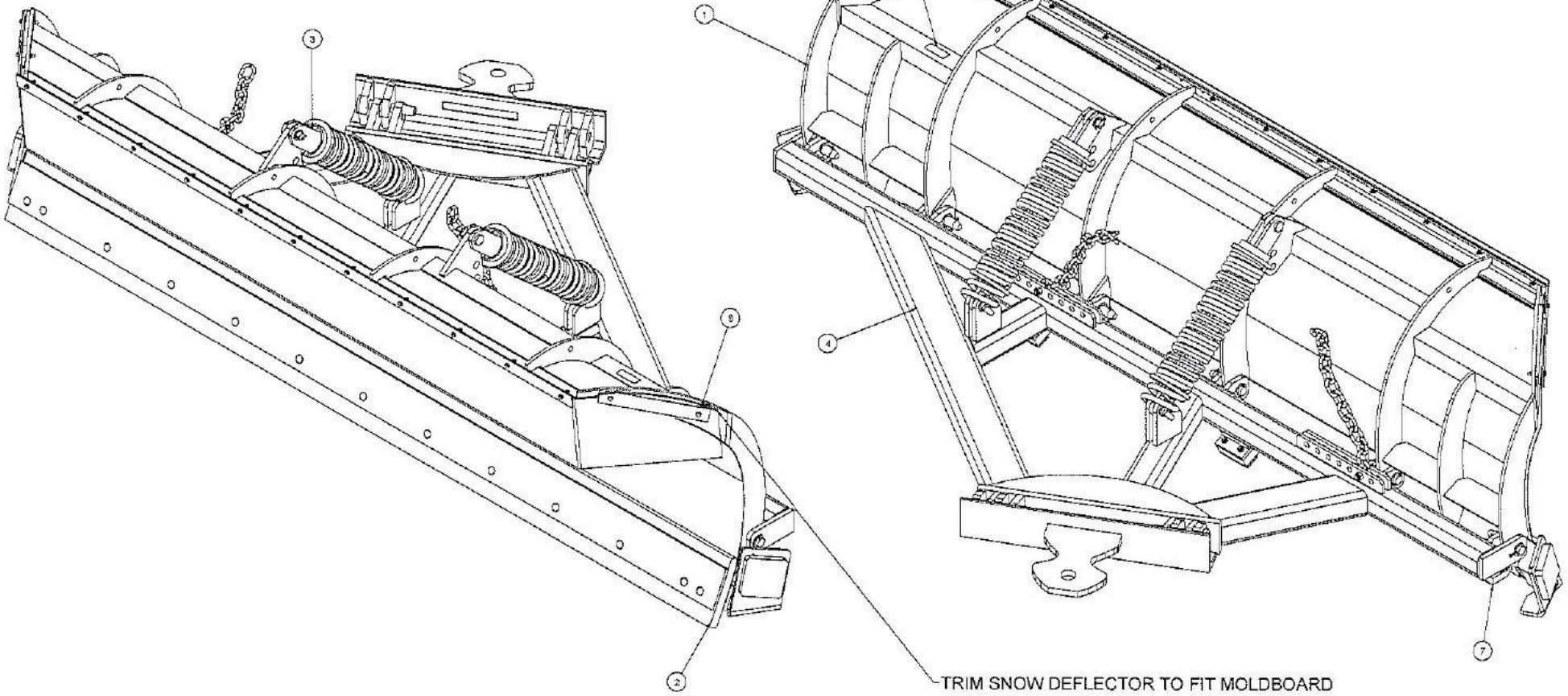

- REMOVE ALL BURRS AND SHARP EDGES
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MONROE

PLOW,MXPA36-38"T-IS-EXT,
CHICAGO,2015

PART NO. 00167603

1 of 1

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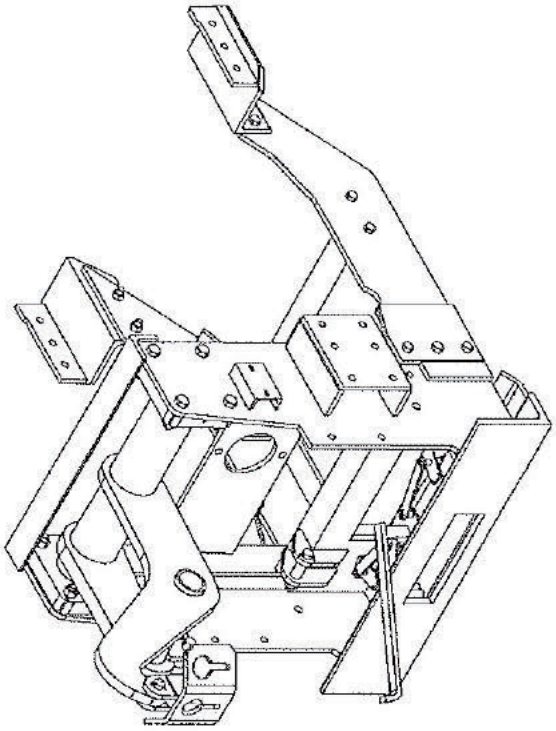
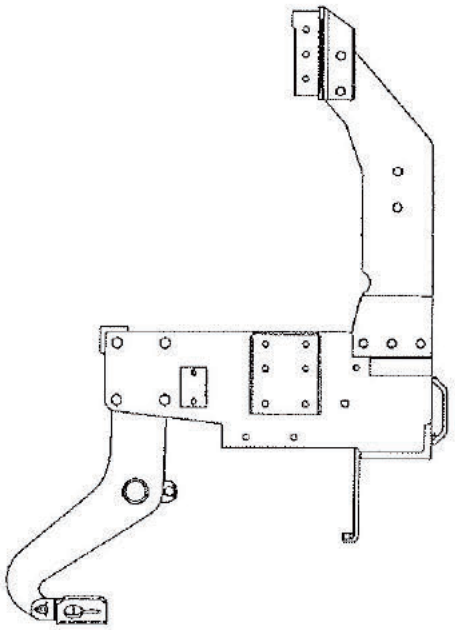
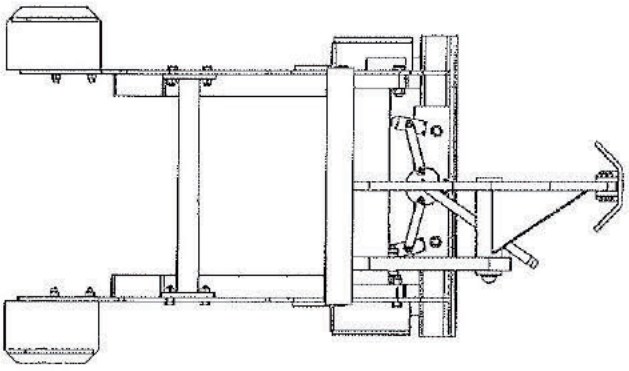
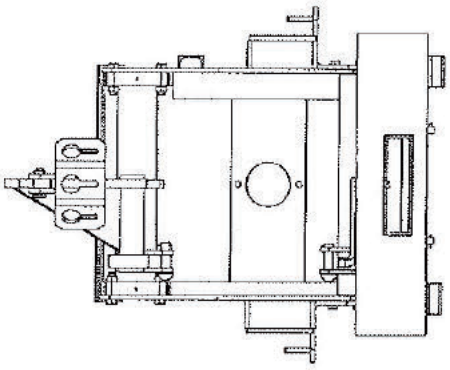
HITCH









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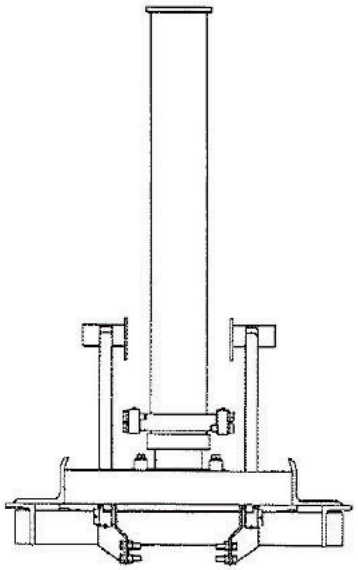

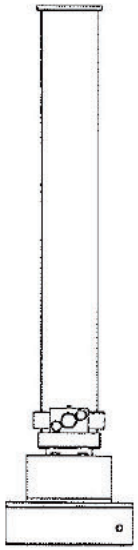

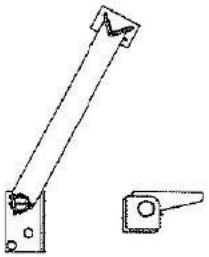

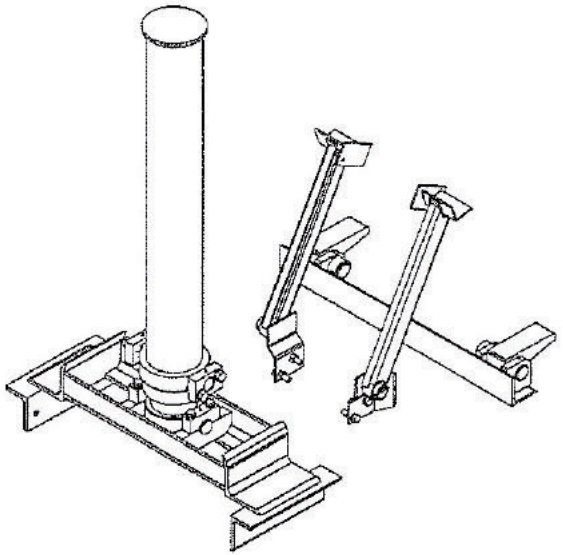

HOIST KIT

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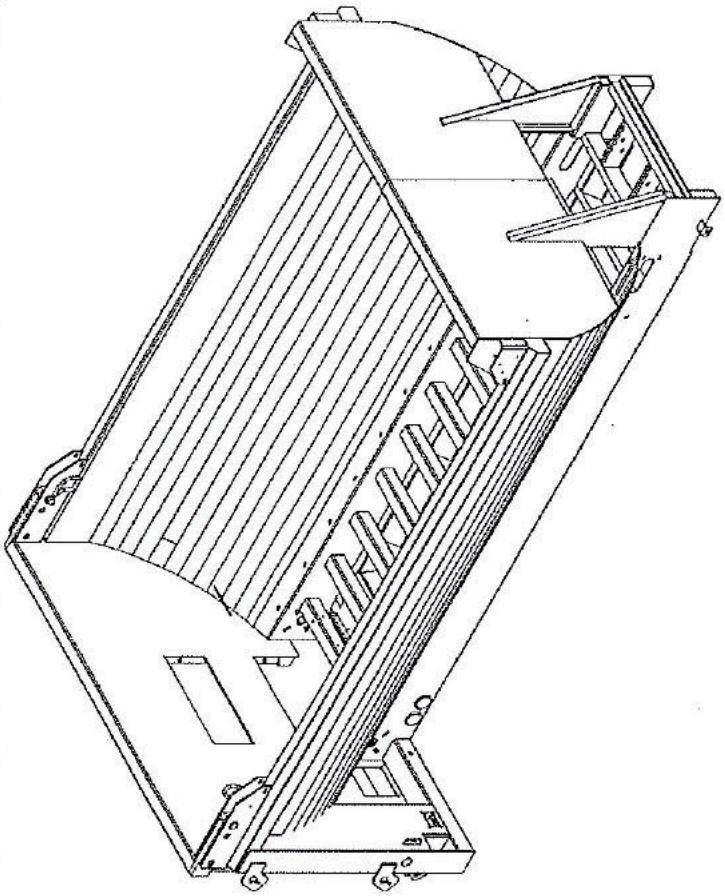
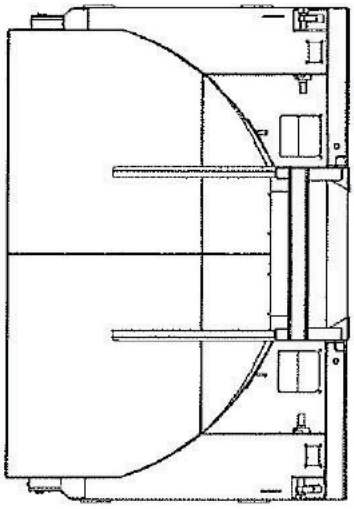
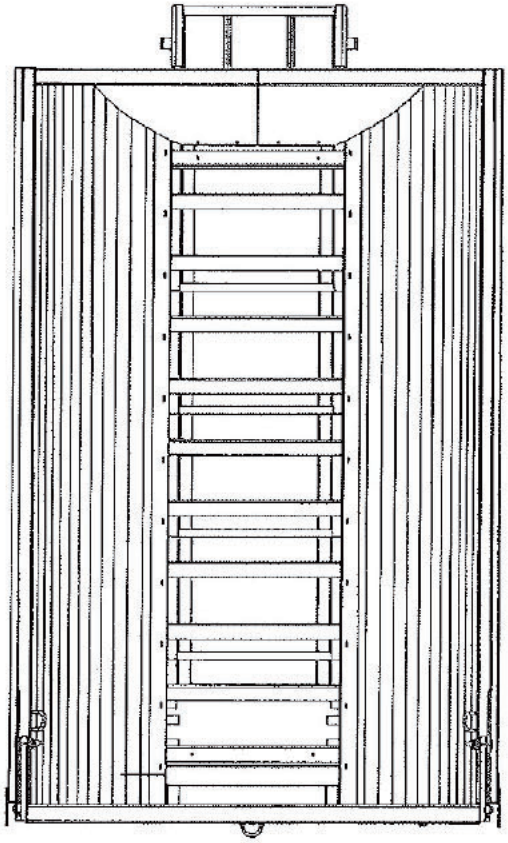
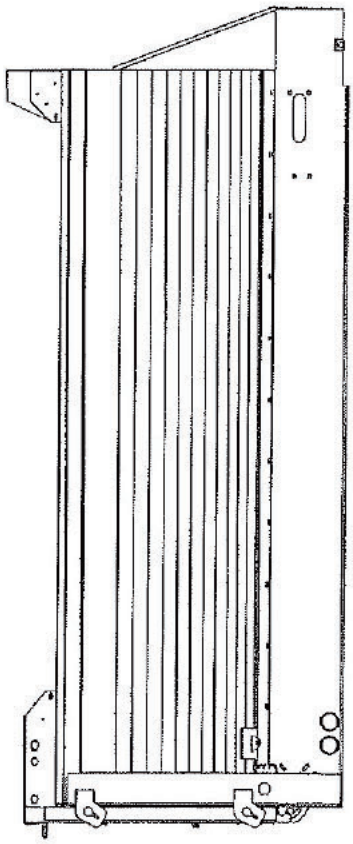




RDS





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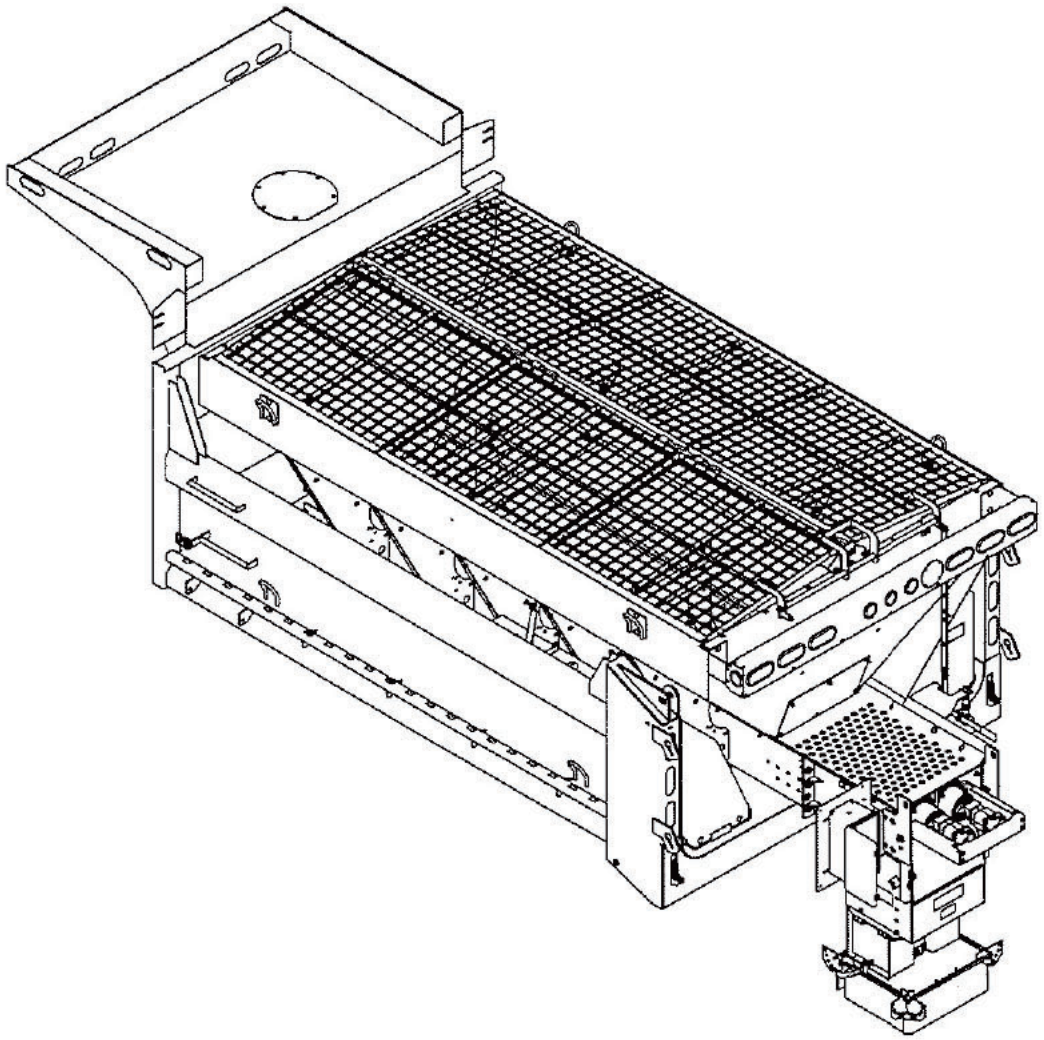


- REMOVE ALL BURRS AND SHARP EDGES.
- DIMENSIONS SHOWN IN ( ) ARE REFERENCE ONLY.

TOLERANCES UNLESS OTHERWISE INDICATED	AUTHORIZATION	DATE
DECIMALS .XX ± .06 .XXX ± .031	DRAWN BY: JKL	1/2/2017
	CHECKED BY:	
	SQ FT:	LBS:
SLOT WIDTH & HOLE DIA. ± .010	THIRD ANGLE PROJECTION	MFG CODE
ANGULAR ± 1°		

MONROE TRUCK EQUIPMENT

1051 West 7th Street
Monroe, WI 53566-9100
608-328-8127

TITLE

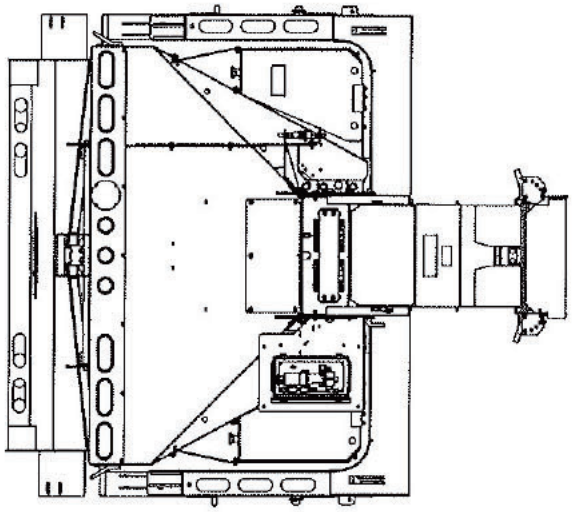
REVISION	INITIALS	DATE

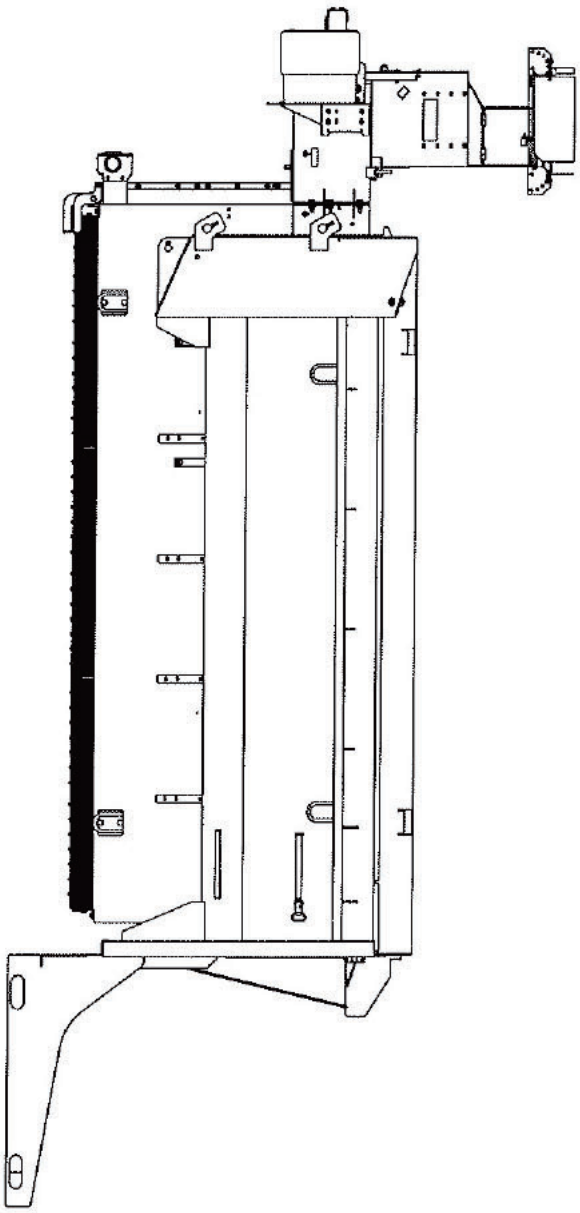
REV NO

This drawing is the property of Monroe Truck Equipment and is loaned subject to the condition that it is not to be used in whole or part to assist in the making of drawings, prints, patterns, or parts thereof without written permission.

SIZE	SCALE	PART NUMBER	SHEET
B	"=1"		1 of 1

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E





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- DIMENSIONS SHOWN IN ( ) ARE REFERENCE ONLY.

REVISION	INITIALS	DATE

TOLERANCES UNLESS OTHERWISE INDICATED	AUTHORIZATION	DATE
DECIMALS .XX ± .03 .XXX ± .031	DRAWN BY: JKL	1/2/2017
SLOT WIDTH & HOLE DIA ± .010	CHECKED BY:	
ANGULAR ± 1°	50 FT	LBS
	THIRD ANGLE PROJECTION	

This drawing is the property of Monroe Truck Equipment and is loaned subject to the condition that it is not to be used in whole or in part for the making of drawings, prints, models or patterns except under written authorization.

MONROE TRUCK EQUIPMENT

1051 West 7th Street
Monroe, WI 53566-9100
608-328-8127

TITLE

SIZE B | SCALE "=1" | PART NUMBER | SHEET 1 of 1

Chicago Tribune

Order ID: 7522777

* Agency Commission not included

GROSS PRICE * : **$58.95**

PACKAGE NAME: IL Govt Legal Notice CTC

GROSS PRICE * : **$58.95**

PACKAGE NAME: IL Govt Legal Notice CTC

Product(s): Chicago Tribune , Publicnotices.com
AdSize(s): 1 Column
Run Date(s): Wednesday, November 1, 2023
Zone: Full Run
Color Spec. B/W

Preview

LEGAL ADVERTISEMENT
November 1, 2023
CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

The Bidder must complete and submit an Electronic Bid prior to the bid due date. An electronic bid must be submitted through the City of Chicago's website at www.cityofchicago.org/eprocurement, on or before the due date and time stated below. The City's system will not accept electronic bids after the due date and time. Bidders must register for a log-in account to submit an electronic bid. Please allow up to three (3) business days for creation of your log-in account. A bidder who does not submit a bid for this Specification prior to the Bid due date may be found non-responsive and its Bid rejected. All Bids will be opened and publicly read aloud for the following:

DESCRIPTION: **6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows MBE Participation 3% WBE Participation 2%**

DEPARTMENT: **Assets, Information and Services**
TYPE: **Vehicles & Heavy Equipment**

ELECTRONIC BID DOCUMENTS CAN BE DOWNLOADED AND RESPONDED TO FROM THIS URL ADDRESS: www.cityofchicago.org/eprocurement

SPECIFICATION NO: **1281271**
RFQ NO: **9858**
BID/PROPOSAL OPENING DATE: **December 6, 2023**
TIME: **11:00 a.m.**, Central Time
Questions Due: **November 15, 2023**

PRE-BID CONFERENCE CALL:

GROSS PRICE * : **$58.95**

PACKAGE NAME: IL Govt Legal Notice CTC

PRE-BID CONFERENCE CALL:
November 8, 2023, at **10:00 a.m.**, Central Time
All Attendees must pre-register to participate on the conference call. Interested Attendees must email Melanie Polk-Stamps at melanie.polk-stamps@cityofchicago.org,
Email Subject Must Read: **Spec No. 1281271: 6 X 4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows**

Conference call confirmation and instructions will be emailed to attendees.

CONTACT: Melanie Polk-Stamps,
Senior Procurement Specialist
EMAIL: melanie.polk-stamps@cityofchicago.org
Pub: 11/1/2023 7522777

DocuSign Envelope ID: 74E3F6D7-87C0-408F-8F45-71EADFF7250E

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

12/20/2023

Steve Szymczak
Patson Inc. dba TransChicago Truck Group
776 N. York Ave
Elmhurst, Illinois 60126

Subject:	6X4 Diesel Powered Conventional Cab/Chassis with Dump Bodies, Prewet Systems, Snowplow Hitches, and Snowplows
Specification Number:	1281271
Requisition Number:	553190
Contract Number:	251641
Re:	Contract Award Notification

Dear Mr. Szymczak:

The City of Chicago has awarded your firm a Blanket Agreement for the subject project. Refer to the specification and contract numbers listed above when inquiring about the contract. Contracts are available for viewing and downloading on the City of Chicago's website: https://www.chicago.gov/DPS.

Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an Economic Disclosure Statement (EDS) inaccurate, obsolete, or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Consultant in default, terminating the contract for default, and declaring the Contractor ineligible for future contracts. Your contract also requires that you notify the City of any changes in ownership. If you have a change in ownership or any other change in EDS information to disclose, complete the online 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. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: https://webapps.cityofchicago.org/EDSWeb.

If you have any questions, contact Melanie Polk-Stamps, Sr. Procurement Specialist at 312-744-4912, or melanie.polk-stamps@cityofchicago.org.

Sincerely,

DocuSigned by:
107E72C4FF9B496...
Aileen Velazquez
Chief Procurement Officer
AV/mps

DS

File: Specification Number 1281271

DS