

VENDOR NO: _____

CONTRACT (PO) NO: _____

SPECIFICATION NO.: 77819A

THREE-WHEEL AND FOUR-WHEEL ELECTRIC, PROPANE, AND DIESEL FORKLIFTS

CONTRACT PERIOD: SIXTY MONTHS

STARTING: _____ THROUGH: _____

REQUIRED FOR USE BY CITY OF CHICAGO



Department of Fleet Management

Fund Number: 008 0C17 040 2035 1801 220450 0000 17099131 and Various

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

Information: Michael L. Smith, Contract Administrator

Phone: (312) 744-4910, Fax: (312) 744-7679, E-mail: michaellsmith@cityofchicago.org

A Pre-Bid Conference will be held at 2:00 P.M., Chicago Time on Wednesday, August 31, 2011, in the Department of Procurement Services, City Hall, Room 403, Conference Room B, 121 N. LaSalle Street, Chicago, Illinois.

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

Bid **without pricing**, must be sealed, delivered and received in the City of Chicago, Department of Procurement Services, Bid and Bond Room, City Hall, Room 301, 121 N. LaSalle Street, Chicago, Illinois, 60602 NO LATER than 11:00 a.m., Chicago Time on **Wednesday, September 14, 2011**. Bid package must be complete and returned in its entirety. All signatures are to be sworn before a Notary Public.

The City will receive pricing using an **online reverse auction** to be held at 2:00 PM Chicago Time on **Wednesday, September 28, 2011**.

Issued by:

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

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts**" the specification number "**77819A**" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

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1. DEFINITIONS

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

Attachments	means all exhibits attached hereto and/or incorporated by reference herein;
Business Day	means business days (Monday through Friday, excluding Holidays) in accordance with the City of Chicago business calendar;
Calendar Day	means calendar days (Sunday through Saturday) in accordance with the worldwide accepted calendar
Chief Procurement Officer	refers to the chief executive officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
City	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
Commissioner	refers to the chief executive officer of the Department of Fleet Management for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
Contact Person	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
Contract	means this contract for Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
Contract Documents	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
Contractor	refers to the person, firm, entity or corporation who is awarded this contract;
Deliverables	means any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts, documents, reports, information, etc. to be provided by the Contractor to the City;
Delivery Location	refers to the location where the product or service is to be provided by the Contractor;
Department	means the Department of Fleet Management, City of Chicago;

Force Majeure Event	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);
Holidays	means the following days in accordance with the City of Chicago New Year's Day, Dr. Martin Luther King Jr. Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;
Place Holder Bid	means the initial starting bid that must be entered by every Reverse Auction Participant prior to the start of the Reverse Auction;
Proposal	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
Reporting Formats	means the appearance in which a report is submitted by the Contractor to the City;
Reverse Auction	means a real-time, secure and web-based electronic process that allows bidders to place competitive bid(s) for goods or services over a defined period of time;
Reverse Auction Official Invitation	email notification which is sent to each Reverse Auction Participant from the Reverse Auction service providing notification that they are able to participate in the Reverse Auction;
Reverse Auction Participant	a bidder who has submitted a bid response to the City and who has been approved by the City to participate in the reverse auction;
Reverse Auction Participant Tutorial Session	means a training session provided by the Reverse Auction service provider to train the Reverse Auction Participant on the bidder interface, entering placeholder bids, lowering a bid, and bid specific configurations;
Reverse Auction Participant's Terms and Conditions	means the agreement between the Reverse Auction service provider and the Reverse Auction Participant;
Reverse Auction Transaction Fee	means the fee that the Contractor must pay to the Reverse Auction service provider;
Services	means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
Subcontractor	means any person or entity with whom the Contractor contracts to provide any part of the work, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;
Virtual First Place	means the Reverse Auction Participant with the lowest bid during the Reverse Auction.

Work Site

refers to the location where the work is to be performed by the Contractor;

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

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

2. REVERSE AUCTION

The Chief Procurement Officer will receive sealed bids for Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts using an electronic, online sealed bid Reverse Auction in accordance with the Contract Documents as set forth herein. The bidder specifically agrees to participate in the Reverse Auction.

2.1. REVERSE AUCTION SERVICE PROVIDER

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

2.2. REVERSE AUCTION PROCEDURES

1. Bidders are to submit its sealed bid, **WITHOUT PRICING**, to the City by the date and time indicated in the legal advertisement. Bids submitted with pricing information may be rejected as being non-responsive to this requirement.
2. The Proposal may be evaluated to determine those bidders eligible to participate in the online bidding event including but not limited to eligibility for “Chicago Business Preference” per the Chicago Business Preference Section in the General Conditions.
3. The Chief Procurement Officer will provide PGGI with a list of Reverse Auction Participants to be invited to participate in the Reverse Auction. Only those bidders deemed by the Chief Procurement Officer as Reverse Auction Participants will be allowed to participate in the Reverse Auction.
4. PGGI will send an email to each of the Reverse Auction Participants with the following:
 - a. An Official Invitation to the Reverse Auction
 - b. Request to schedule the Reverse Auction Participant Tutorial Session
 - c. Reverse Auction Service Provider and Reverse Auction Participant’s agreement. A copy is attached as Exhibit One - Sample Reverse Auction Service Provider and Reverse Auction Participant’s Agreement.
5. The Reverse Auction Participant’s agreement must be signed and returned to PGGI prior to the Reverse Auction Participant Tutorial Session. Only Reverse Auction Participants that have returned the Reverse Auction Participant’s agreement will be able to participate in the Reverse Auction.
6. During the Reverse Auction Participant Tutorial Session, the Reverse Auction Participant will work with a PGGI trainer to review the online bidding process including how to enter Placeholder Bids and any subsequently lower bids as well as reviewing the bid layout and requirements to bid.
7. The Reverse Auction will be held at the time and date indicated in the legal advertisement.
8. Placeholder Bids must be entered into the bidder Interface prior to the official start time of the Reverse Auction.
9. The Reverse Auction bidder interface will be configured such that Reverse Auction Participant will only see their price and their rank in relation to first place of all other Reverse Auction Participants. All other Reverse Auction Participants identities will remain anonymous during the Reverse Auction.
10. Each Reverse Auction Participant must only submit bids by or under the direction of an authorized representative of the Reverse Auction Participant.
11. The Reverse Auction has a fixed duration as well as extension periods which are established by the City prior to the auction. The Reverse Auction may be extended if bids are received within a pre-determined amount of time prior to the end of the fixed duration.
12. During the Reverse Auction, PGGI will provide the necessary technical and administrative support to ensure a successful auction. Each Reverse Auction Participant will receive a direct line to the PGGI bidder management team for support during the Reverse Auction Event.

13. During the Reverse Auction, Reverse Auction Participants may submit multiple lower prices to achieve a Virtual First Place.
14. The Reverse Auction will end at the conclusion of either the fixed duration or at the time at which all extensions are completed, whichever is later.
15. After the conclusion of the Reverse Auction, PGGI will provide to the Chief Procurement Officer bid tabulations including a bid audit trail that will include a time-stamped log of all prices submitted by Reverse Auction Participants during the auction. The City will also post a bid tabulation to the Department of Procurement Services' web site cityofchicago.org/procurement.
16. At the conclusion of the Reverse Auction, the City will then evaluate the Proposals and bid price offered during the Reverse Auction.

2.3. REVERSE AUCTION TRANSACTION FEE

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

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

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

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

3. GENERAL CONDITIONS

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

3.1. DOWNLOADABLE DOCUMENT

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

<http://www.cityofchicago.org/bids>

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

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

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

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

3.2. BID DEPOSIT

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

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

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

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

3.3. RETURN OF BID DEPOSIT

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

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

3.4. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

3.5. EXAMINATION BY BIDDER

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

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

3.6. PREPARATION OF PROPOSAL

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

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

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

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

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

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

3.7. SUBMISSION OF PROPOSALS

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

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

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

3.8. WITHDRAWAL OF PROPOSALS

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

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

3.9. COMPETENCY OF BIDDER

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

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

3.10. CONSIDERATION OF PROPOSALS

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

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

3.11. ACCEPTANCE OF PROPOSALS

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

3.12. PERFORMANCE BOND

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

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

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

3.13. FAILURE TO FURNISH BOND

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

3.14. PRICE LISTS / CATALOGS

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

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

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

3.15. TAXES

Federal Excise Tax does not apply to goods and materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Number E9998-1874-09. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute.

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

3.16. CONTRACTOR'S FINANCIAL STATEMENT

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

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

3.17. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

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

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

3.18. NOTICES

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

3.19. NON-DISCRIMINATION

A. Federal Requirements

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

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

B. State Requirements

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

C. City Requirements

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

3.20. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This

includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

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

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

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

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

3.21. PREVAILING WAGE RATES

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

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

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

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

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

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

3.22. PAYMENT TO CONTRACTOR

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

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

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

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

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

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

3.23. COOPERATION BETWEEN CONTRACTORS

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

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

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

3.24. SUPERVISION

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

3.25. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

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

3.26. PERMITS

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

3.27. TIME AND PROGRESS

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

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

performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE.

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

3.28. PROVISIONS RELATIVE TO DELAY

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

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

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

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

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

3.29. INDEMNITY

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

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

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

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

To the extent permissible by law, Contractor waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820ILCS305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 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 or judicial decision.

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

3.30. LIVING WAGE ORDINANCE

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

3.31. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

3.32. SUBCONTRACTORS

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

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

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

3.33. SUBCONTRACTORS WITH DISABILITIES

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

3.34. SUBCONTRACTOR PAYMENTS

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

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

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

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

3.35. DEMURRAGE AND RE-SPOTTING

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

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

3.36. MATERIALS INSPECTION AND RESPONSIBILITY

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

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

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

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

3.37. CASH BILLING DISCOUNT

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

3.38. AUDITS

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

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

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

3.39. PRICE REDUCTION

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is

pursuant to the Price Reduction provision of the contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

1. they are each other's sole domestic partner, responsible for each other's common welfare; and
2. neither party is married; and
3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
5. two of the following four conditions exist for the partners:
 - a. The partners have been residing together for at least 12 months.
 - b. The partners have common or joint ownership of a residence.
 - c. The partners have at least two of the following arrangements:
 - i. joint ownership of a motor vehicle;
 - ii. a joint credit account;
 - iii. a joint checking account;
 - iv. a lease for a residence identifying both domestic partners as tenants.
 - d. Each partner identifies the other partner as a primary beneficiary in a will.

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

3.41. CONFLICTS OF INTEREST

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

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

3.42. GOVERNMENTAL ETHICS ORDINANCE

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

3.43. DISCLOSURE OF OWNERSHIP

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

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

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

3.45. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL

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

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

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

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

1. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago under the contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. Debt means a specified sum of money owed to the City for which the period granted for payment has expired.
2. Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:
 - a. the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the contracting party is in compliance with the agreement; or
 - b. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - c. the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

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

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

7-28-390	Dumping on public way;
7-28-440	Dumping on real estate without permit;
11-4-1410	Disposal in waters prohibited;

11-4-1420	Ballast tank, bilge tank or other discharge;
11-4-1450	Gas manufacturing residue;
11-4-1500	Treatment and disposal of solid or liquid waste;
11-4-1530	Compliance with rules and regulations required;
11-4-1550	Operational requirements; and
11-4-1560	Screening requirements.

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

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

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

3.49. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

3.50. MACBRIDE PRINCIPLES ORDINANCE

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

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

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

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

3.51. CONTRACTOR CERTIFICATION

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

3.52. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

3.54. FEDERAL TERRORIST (NO-BUSINESS) LIST

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

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

3.55. COMPLIANCE WITH ALL LAWS

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

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

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

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

3.56. COMPLIANCE WITH ENVIRONMENT LAWS

General

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

Environmental

The Contractor must comply with all laws relating to environmental matters including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into the environment and to the generation, use, storage, transportation, or disposal of solid wastes, hazardous materials, special wastes or other contaminants (collectively, "Environmental Laws") including but not limited to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, the National Emission Standards for Hazardous Air Pollutants (40 C.F.R. 61.145), and the Municipal Code, as currently in effect and as amended during the course of the contract period.

If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of hazardous materials, special wastes or other contaminants on, under or about any premises used by Contractor to perform the Services required hereunder, the Contractor must provide a copy of such report or notice to the City. In the event of a release or threatened release of hazardous materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Laws, the Contractor must immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made.

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

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

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

3.57. SEVERABILITY

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

3.58. FORCE MAJEURE EVENT

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

3.59. FALSE STATEMENTS

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

3.60. BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES COMMITMENT

Policy and Terms

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

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

Definitions

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

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

Commitments

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

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

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

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

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

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

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

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

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

3.61. SHAKMAN ACCORD

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

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

Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's

political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

3.62. MULTI-PROJECT LABOR AGREEMENT (PLA)

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

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

3.63. DEFAULT

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

3.64. DISPUTES

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

4. SPECIAL CONDITIONS

4.1. PERFORMANCE BOND

Performance Bond not required.

4.2. BID DEPOSIT

Bid Deposit not required.

4.3. BID SUBMITTAL FEE

Bid Submittal Fee not required.

4.4. PRE-BID CONFERENCE

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

The Pre-Bid Conference will be held on Wednesday, August 31, 2011, at the Department of Procurement Services, City Hall Room 403, Conference Room B, 121 N. LaSalle Street, Chicago, Illinois at 2:00 p.m., as noted herein and specified in the advertisement of the public notice in this specification.

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

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

4.5. QUANTITIES

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

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

4.6. BASIS OF AWARD

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

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

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

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

4.7. CHICAGO BUSINESS PREFERENCE

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

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

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

4.8. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

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

At the time of bid submittal:

1. MBE/WBE Goal Implementation Plan including:
 - a. **Schedule B:** Affidavit of Joint Venture (MBE/WBE) (if applicable).
 - b. **Schedule C-1:** Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable). **MUST BE SUBMITTED WITH BID.**
 - c. **Schedule D-1:** Affidavit of MBE/WBE Goal Implementation Plan (if applicable). **MUST BE SUBMITTED WITH BID.**
 - d. Request for a reduction or waiver of MBE/WBE goals (if applicable).
NOTE: Bidders are to submit their MBE/WBE Goal Implementation Plan identifying the percentages of participation only. Do not provide a dollar amount(s) at this time.
2. Bid Data Pages
3. Economic Disclosure Statement and Affidavit (EDS) Online Certification of Filing
NOTE: Bidders are to submit their EDS identifying the percentages of MBE/WBE participation only. Do not provide a dollar amount(s) at this time.

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

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

1. Completed Proposal Page(s) reflecting the final pricing as submitted during the Reverse Auction
2. Economic Disclosure Statement and Affidavit (EDS) Online Certification of Filing
3. City of Chicago Insurance Certificate of Coverage

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

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

4.9. CONTRACT PERIOD

The contract will begin on _____ and continue through _____, unless terminated prior to this date according to the terms of the Termination provision, or extended as provided for herein.

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

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

4.10. CONTRACT EXTENSION OPTION

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

4.11. MODIFICATIONS AND AMENDMENTS

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

4.12. UNSPECIFIED ITEMS

Any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts not specifically listed herein may be added to this Contract if they fall within the same specific category of vehicles/equipment already specified in the contract. The lifetime usage of any item added to this Contract must not exceed ten percent (10%) of the original Contract award dollar amount.

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

competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner that serves the best interest of the City.

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

4.13. PARTICIPATION BY OTHER GOVERNMENT AGENCIES

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

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

4.14. PURCHASE ORDER BLANKET RELEASES

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

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

The Contractor must not honor any order(s) or make any deliveries of Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts without receipt of a City of Chicago blanket release issued by the Department. Any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts provided by the Contractor without a blanket release is made at the Contractor's risk. Consequently, in the event such blanket release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts provided without said blanket release.

4.15. INVOICES

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

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

OR

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

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

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

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

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

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

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

4.16. ELECTRONIC ORDERING AND INVOICES

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

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

4.17. PAYMENT

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

The City will not be obligated to pay for any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts (s) if it is noncompliant with the terms and conditions of these Specifications.

4.18. PRE-DELIVERY, SERVICING AND ADJUSTMENTS

Prior to delivery of any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts, the Contractor will perform any/all preparatory operations recommended by the manufacturer, including (where applicable): A) "tuning" the engine; B) testing the operation of all accessories; C) testing electrical, hydraulic and air systems; D)

charging batteries; E) inflating tires to recommended pressures; F) lubricating all “zerk” fitting and friction points; G) filling all lubricant and fluid reservoirs; H) filling fuel tank using fresh fuel.

4.19. DELIVERY

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

Department of Fleet Management
1685 N. Throop Street
Chicago, IL 60642
Attn: David Pertuz, Phone #: (312) 744-4313.

Delivery of the specified Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts must be completed within 180 days following the date of purchase order release.

The above noted Contact Person must be notified at least 48 hours prior to delivery of the specified Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts.

4.20. DELIVERY OF PARTS AND PERFORMANCE OF SERVICES

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

4.21. INSPECTION UPON DELIVERY

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

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

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

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

4.22. PRICE ADJUSTMENT - EQUIPMENT

For line items one through six, eleven through thirteen, eighteen, and twenty-three only, the original bid prices will be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the equipment provided for in this Contract, annual price adjustments of the contract unit price(s) may be granted, subject to the referenced index after receipt of a written request from the Contractor made no earlier than 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 transportation equipment, NEC for Series ID: WPU14911105, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov/labjava/outside.jsp?survey=wp> although this site’s URL is subject to change. (Select

“commodity data,” then select Group 14, Transportation Equipment, and Item “miscellaneous transportation equipment” Series ID WPU14911105, 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.

Any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts 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.

4.23. PRICE ADJUSTMENT - LABOR RATE

For line items eight and nine, fifteen, sixteen, twenty, twenty-one, twenty-five and twenty-six, 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 start date of the contract and at the time of escalation request after receipt of a written request from the Contractor made no earlier than thirty (30) calendar days before the anniversary date or no later than thirty (30) calendar days after the expiration date of each such twelve (12) month period. If Contractor does not request a price adjustment within such period, Contractor will not be entitled to a labor rate adjustment for the upcoming year.

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

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

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

4.24. PARTS PRICING

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

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

4.25. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS SECURITY

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:

- 1) Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- 2) 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
- 3) 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 an O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to an 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.

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:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) All required City stickers and State Vehicle Inspection stickers must be valid.
- 5) Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

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.

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.

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.

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.

4.26. DEPARTMENT OF WATER MANAGEMENT SECURITY

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:

- 1) Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- 2) 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
- 3) 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 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 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:

- 1) Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- 2) 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.
- 3) 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.
- 4) All required City stickers and State Vehicle Inspection stickers must be valid.

- 5) Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- 6) 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.

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 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.

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.

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.

4.27. DEPARTMENT OF POLICE SECURITY

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

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

- 1) Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- 2) Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

4.28. DEPARTMENT OF AVIATION SECURITY

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

A. AVIATION SECURITY BADGES

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

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

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

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

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

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

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

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

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

B. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

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

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

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

Prior to start of work, the Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

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

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each

truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

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

C. AIRPORT PARKING RESTRICTIONS

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

4.29. DEEMED INCLUSION

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

4.30. ACCEPTANCE

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

4.31. NON-APPROPRIATION

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

4.32. CONFIDENTIALITY

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

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

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

4.33. TERMINATION

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

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

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

4.34. CONTRACTOR'S INSURANCE REQUIREMENTS

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

A. INSURANCE TO BE PROVIDED

1. Commercial General Liability (Primary and Umbrella).

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

2. Automobile Liability (Primary and Umbrella)

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

3. Workers Compensation and Employers Liability

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

4. Garage Liability

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

5. Property

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

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

B. **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

4.35. SAMPLE INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 _____ (Number and Street)

 _____ (City) _____ (State) _____ (ZIP)

Specification Number: 77819A
 Project Description: Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts
 Purchase Order Number: _____

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

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

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

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

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

5.1. POLICY AND TERMS

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

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

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

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

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

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

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

5.2. DEFINITIONS

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

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

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

“Chief Procurement Officer” means the chief procurement officer of the City of Chicago or his or her designee.

“Commercially Useful Function” means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing and supervising the work involved or fulfilling responsibilities as a joint venture partner. To perform a commercially useful function, a vendor must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering materials, and installing (where applicable) and paying for materials. Other actions that indicate that a vendor is performing a commercially useful function include negotiating terms of the contract or subcontract, taking on financial risk appropriate to the contract.

“Directory” means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Executive Director. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms. The Directory can be found at <http://chicago.mwdb.com>. In the right hand margin, click the MWDBE Directory link.

“Executive Director” means the executive director of the Office of Compliance or his or her designee.

“Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a contract specific goal that, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

“Joint Venture” means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s). A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE/WBE ownership percentage.

“Minority Business Enterprise” or “MBE” means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

“Women Business Enterprise” or “WBE” means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

5.3. COUNTING MBE AND WBE PARTICIPATION TOWARD THE CONTRACT GOALS

The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan will not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.

The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the Contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer will evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit will be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE will be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning broker's fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

The participation of MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of MBE or WBE credit.

Credit for the participation of MBEs/WBEs as joint venture partners will be based upon an analysis of the duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

5.4. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE AND WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included with the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer will determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his/her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal.

All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

1. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal.

Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract.

Documentation must include but is not necessarily limited to:

- i. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
- ii. A listing of all MBE/WBE firms contacted that includes
 - a. Names, address and telephone numbers of MBE/WBE firms solicited;
 - b. Date and time of contact;
 - c. Method of contact (written, telephone, transmittal of facsimile documents, etc.)
- iii. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - a. Project identification and location;
 - b. Classification/commodity of work items for which quotations were sought;

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

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractors' quote is excessively costly, the bidder/proposer must provide the following information:
 - i. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - a. A listing of all potential subcontractors contacted for a quotation on that work item;
 - b. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - ii. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - a. The City's estimate for the work under a specific subcontract;
 - b. The bidder/proposers own estimate for the work under the subcontract;
 - c. An average of the bona fide prices quoted for the subcontract;
 - d. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

2. Assist Agency Participation

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

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

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

3. Impracticability

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

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

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

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

5.5. PROCEDURE TO DETERMINE BID COMPLIANCE

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

Schedule C-1: Letter of Intent from MBE/WBE to Perform as subcontractor, Supplier and/or Consultant

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

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

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

Letters of Certification

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

Joint Venture Agreements

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

Required Schedules Regarding DBE/MBE/WBE Utilization

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

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

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

5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

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

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

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

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

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

5.7. MBE AND WBE SUBSTITUTIONS

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

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate a MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section 5, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals."

5.8. NON-COMPLIANCE AND DAMAGES

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

Failure to satisfy the MBE/WBE percentages required by the contract; and

The contractor or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and was misrepresented by the contractor.

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

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

5.9. ARBITRATION

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

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

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

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

5.10. RECORD KEEPING

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

5.11. INFORMATION SOURCES

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

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

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

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

Project information and general MBE/WBE information:

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

5.12. ATTACHMENT A – ASSIST AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 77819A
Project Description: Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts

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

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

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

Specification No.: 77819A

Project Description: Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts

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

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

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

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

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

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

5. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

6. Ownership of the Joint Venture.
 - a. What are the percentage(s) of MBE/WBE ownership of the joint venture? _____

MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

 - b. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 - i. Profit and loss sharing: _____
 - ii. Capital contributions:
 1. Dollar amounts of initial contribution: _____
 2. Dollar amounts of anticipated on-going contributions: _____

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

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

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

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

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

- a. Joint venture check signing:

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

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

- d. Acquisition of lines of credit:

- e. Acquisition and indemnification of payment and performance bonds:

- f. Negotiating and signing labor agreements:

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

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

8. Financial Controls of joint venture:

a. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

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

Note: If any personnel proposed for this project will be employees of the joint venture:

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

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

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

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date _____

Date _____

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

Names of affiants: _____,

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

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

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

Project Description: Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts
Specification Number: 77819A

From: _____ MBE: Yes ___ No ___
(Name of MBE or WBE Firm) WBE: Yes ___ No ___

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

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

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

\$ _____ %

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.

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE

Date

Name AND Title (Print)

Phone Number

Email Address

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

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

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

Project Description: Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts
Specification Number: 77819A

State of _____

County (City) of _____

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

Name of Bidder

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

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

I. Direct Participation of MBE/WBE Firms

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

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

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

C. MBE/WBE subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

4. Name of MBE/WBE: _____
Address: _____
Contact Person : _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

6. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

6. Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

A. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

B. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Sch. C-1 attached? Yes _____ No _____ *

C. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Sch. C-1 attached? Yes _____ No _____ *

D. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Sch. C-1 attached? Yes _____ No _____ *

E. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Sch. C-1 attached? Yes _____ No _____ *

F. Attach additional sheets as needed.

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

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

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

MBE Indirect Participation (from Section II.)

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

Dollar Amount Percent

Total MBE Direct and Indirect Participation \$ _____ %

B. WBE Proposal

WBE Direct Participation (from Section I.)

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

WBE Indirect Participation (from Section II.)

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

Dollar Amount Percent

Total WBE Direct and Indirect Participation \$ _____ %

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

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

Name: _____

Phone Number: _____

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

Signature of affiant: _____ Date: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name /s of person/s)

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

of _____ (name of party on behalf of whom instrument executed)

Notary Public Signature: _____

(Seal)

Commission Expires: _____

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

5.17. DBE/MBE/WBE UTILIZATION REPORT

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

Contract Administrator: _____ **Project Description:** Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts

Phone Number: _____ **Specification Number:** 77819A

Date of Award: _____ Contract Number: _____

Utilization Number: _____

STATE OF: (_____)

COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

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

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

(Address of Company) _____ (_____) _____ (Phone)

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

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

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

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

6. DETAILED SPECIFICATIONS

6.1. SCOPE

The Contractor must furnish and deliver the new, current model, Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts, repair parts and services, as specified, F.O.B., City of Chicago, Department of Fleet Management, in accordance with all the terms and conditions of this specification for use by various City Departments.

All specified requirements are minimum requirements unless stated otherwise.

6.2. LICENSED NEW VEHICLE DEALER

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

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

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

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

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

6.3. MANUFACTURER, MANUFACTURER'S AUTHORIZED DEALER / DISTRIBUTOR

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

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

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

6.4. SUBSTITUTIONS AND EXCEPTIONS

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

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

Documentation in support of alternate items includes:

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 significant variations.

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

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

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

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

6.5. TRAINING/TECHNICAL ASSISTANCE

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

For each unit delivered, the Contractor must train City personnel in the proper, safe operation of the unit and any auxiliary items for a minimum period of two (2) hours. This training will be conducted by knowledgeable, experienced personnel, at the Department of Fleet Management facility.

In addition, for each unit delivered, the Contractor must train City trades technicians in the most efficient methods of diagnosing, troubleshooting, maintaining and repairing the unit and any auxiliary items for a minimum period of four (4) hours.

6.6. STANDARD PRODUCT

Experimental Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts will not be acceptable. Any Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts 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 Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts to be furnished has been commercially available through the proposed manufacturer to the trade for a period of not less than approximately one (1) year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

6.7. GENERAL CONSTRUCTION

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

6.8. EQUIPMENT, COMPONENT AND DIMENSIONAL DATA

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

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

6.9. CLEAN AIR ACT

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

6.10. WARRANTY

The specified Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts and all mounted/furnished equipment must be warranted against defective design, material or workmanship for the minimum periods listed in the Bid Data Pages Warranty Section or one year, whichever is greater.

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

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

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

The Contractor must have factory warranty authorization, factory trained mechanics and adequate shop facilities, tools, parts and service facilities in the Chicago Metropolitan area (defined as being no more than 40 road miles from North & Throop St., Chicago, IL 60642) to service the chassis in his own shop during the warranty period.

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

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

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

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

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

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

6.11. PUBLIC CONVENIENCE

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

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

6.12. CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to

the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

6.13. PROTECTION OF WORK, DAMAGES AND REPAIRS

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

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

6.14. QUALITY OF WORKMANSHIP AND MATERIALS

Standards of Performance

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

Correction of Work

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

Failure to Proceed with Directed Work

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

6.15. WORK PERFORMED AT CITY FACILITY

Employees

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

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.

Uniforms

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

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

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

Use of City Facilities

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

Smoking is prohibited in all City of Chicago facilities.

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

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

6.16. USE OF CITY FACILITIES

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

6.17. WORK IN PROGRESS

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

6.18. QUALITY CONTROL

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

6.19. DESIGN AND CONSTRUCTION PRACTICES

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

The Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts furnished by the Contractor under this Specification must also comply with all applicable Federal OSHA, State of Illinois and local laws/acts, ordinances in effect at the time of delivery.

The Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The Three-Wheel and Four-Wheel Electric, Propane, and Diesel Forklifts must be designed to permit accessibility to all major lubrication and maintenance points with minimal disturbance of other components or assemblies.

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

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

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

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

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

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

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

6.21. MANUALS, CERTIFICATES, APPLICATIONS, ETC.

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

For purposes of these specifications, a set of maintenance manuals must include 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.

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

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish the Department of Fleet Management, attention Kevin Campbell, 1685 N. Throop Street, Chicago, IL 60642 with the following items for

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

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

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

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

6.22. LITERATURE / DATA

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

1. Current published literature describing the proposed vehicles;
2. Current published literature describing the unit frame, axles, engine and all drive-train components;
3. EPA fuel-economy listing, showing the rating of the proposed vehicles equipped as specified herein.

6.23. GROUP 'A': THREE-WHEEL ELECTRIC 3,000 LB. FORK LIFT TRUCK WITH ACCESSORIES

6.24. BID LINE #1- THREE WHEEL ELECTRIC 3,000 LB. LIFT TRUCK – BASE UNIT

6.25. OVERALL DESIGN

- 6.25.1. The unit must conform to the following description/ dimensions:
- 6.25.2. The unit must be an electric-powered three-wheel lift truck.
- 6.25.3. The rated lift capacity of the standard unit, prior to the addition of special forks, attachments or accessories, must be a minimum of 3,000 pounds.
- 6.25.4. Wheelbase must be 46" ± 2 ".
- 6.25.5. Overall unit length to the fork face must be 69" ± 2 ".
- 6.25.6. Overall width must be 40" ± 2 ".
- 6.25.7. The dimensions of the forks must be within 5% of 1.5" x 4" x 42" (T x W x L).
- 6.25.8. The lift truck must have a high load backrest that is a minimum of 48" high.
- 6.25.9. The unit must be equipped with a three- or four-stage mast.
- 6.25.10. The lift height of the forks, when fully extended, must be 240" ± 6 ".
- 6.25.11. The turning radius of the lift truck must be 54" ± 4 ".
- 6.25.12. The right-angle stack aisle, excluding load length and clearance, must be 70" ± 4 ".
- 6.25.13. The lift truck(s) must conform to all applicable OSHA and ANSI Standards for lift trucks.

6.26. ELECTRICAL SYSTEM

- 6.26.1. The lift truck must be powered by 36-volt lead-acid batteries and an AC drive motor with minimum ratings of 23 kWh and 660 A-h.

- 6.26.2. Unit must include a 36V, minimum 750 A-h 3-phase high-frequency battery charger sized appropriately to the battery capacity.
- 6.26.3. Forklift may use AC power only.

6.27. LIFT OPERATION

- 6.27.1. The lift truck must have a minimum fully loaded lift speed of 67 FPM.
- 6.27.2. The lift truck must have a minimum fully loaded lowering speed of 83 FPM.
- 6.27.3. The lift truck must have a minimum empty load lift speed of 104 FPM.
- 6.27.4. The lift truck must have a minimum empty load lowering speed of 77 FPM.
- 6.27.5. The lift mast must provide a minimum of 5° of forward tilt and 3° backward tilt.

6.28. EQUIPMENT

- 6.28.1. The vehicle must be equipped with all pieces of equipment listed. Where specific references to equipment items are not made, the manufacturer's standard production equipment for the proposed model must be provided.
- 6.28.2. One return-line filter must be provided in the mast hydraulic system.
- 6.28.3. Forks must be provided with a factory-installed power side shifter attachment
- 6.28.4. Hydraulically-actuated, power-assisted disc brakes must be provided.
- 6.28.5. A parking brake must be provided.
- 6.28.6. The lift truck front tires must be minimum 18x7x12.
- 6.28.7. The lift truck rear tire must be minimum 18x7x12.
- 6.28.8. Tires must be solid.
- 6.28.9. The lift truck must be equipped with two forward work lights, one rear work light, one yellow flashing LED light on the roof, and two combination reverse/turn/stop lamp assemblies.

6.29. OPERATOR'S AREA

- 6.29.1. Operator's area must have an overhead guard which meets OSHA standards.
- 6.29.2. Operator's seat must provide for approximately 6" of fore-aft adjustment. The seat must be provided with a retractable seat belt. The seat must be cushioned, including the sides and back.
- 6.29.3. Steering wheel must be mounted to a tilt-adjustable steering column.
- 6.29.4. The lift truck must have an electric horn and a back-up alarm.

6.30. ADDITIONAL ITEMS

- 6.30.1. The Contractor must provide quotes for the following additional items. Bid lines #2 through #6 describe an upgrade to the base unit described in Bid Line #1, and will be selected IN ADDITION TO Bid Line #1 when needed. Pricing for Bid Lines #2 through #6 are for upgrade pricing only, and must not include the base unit price indicated on Bid Line #1.

6.30.2. Pricing must be a non-negative value. Quotes showing a credit or “no charge” will be assigned a price value of \$0.00 for canvassing and contract award purposes:

6.30.3. The following Additional Items must be designed and constructed for use with the unit as specified, and be furnished complete with all necessary peripheral items required for proper/safe operation.

6.31. BID LINE #2 – UPGRADE TO A 4,000 LB. WEIGHT CAPACITY THREE WHEEL TRUCK

6.31.1. Upgrade Bid Line #1 to a 4,000-pound capacity forklift. A four-wheel truck is an acceptable upgrade.

6.32. BID LINE #3 – UPGRADE TO A 5,000 LB. WEIGHT CAPACITY THREE WHEEL TRUCK

6.32.1. Upgrade Bid Line #1 to a 5,000-pound capacity lift truck. A four-wheel truck is an acceptable upgrade.

6.33. BID LINE #4 – 4,000 LB. LIFTING JIB

6.33.1. A lifting jib must be provided, with a minimum capacity of 4,000 lbs.

6.34. BID LINE #5 – 5,000 LB. LIFTING JIB

6.34.1. A lifting jib must be provided, with a minimum capacity of 5,000 lbs

6.35. BID LINE #6 – NON-MARKING TIRES

6.35.1. Non-marking tires, suitable for indoor use.

6.36. GROUP ‘B’: FOUR-WHEEL PROPANE-POWERED 5,000LB. FORK LIFT TRUCKS

6.37. BID LINE #11: FOUR-WHEEL PROPANE-POWERED 5,000LB. FORK LIFT TRUCKS BASE UNIT

6.37.1. Vehicle must be a propane-powered riding forklift with propane (LPG) fueling and a minimum 30 lb. fuel tank;

6.37.2. Engine must be EPA Tier III-compliant certified and come equipped with a 3-way catalytic muffler;

6.37.3. Driver’s compartment must have an OSHA-compliant overhead guard to protect the operator;

6.37.4. Lift must have hydrostatic power steering;

6.37.5. Forklift must have a rated lifting capacity of 5000 lbs. minimum;

6.37.6. Forklift must be capable of a maximum speed of 10 mph at full load;

6.37.7. Forklift must be capable of a lift speed of 120 feet/min at full load;

6.37.8. Maximum gradeability must be minimum 15% at full load;

6.37.9. Lift must be capable of a basic right-angle stack in a space of 96”.

6.37.10. Lift must have a turning radius of 80” or less.

6.37.11. Forklift must have overall dimensions within 5% of 94” in length, 42” in width and 87” in height.

6.38. ADDITIONAL ITEMS

6.38.1. The Contractor must provide quotes for the following additional items. Bid lines #12 and #13 describe an upgrade to the base unit described in Bid Line #11, and will be selected IN ADDITION TO Bid Line #11 when needed. Pricing for Bid Lines #12 and #13 are for upgrade pricing only, and must not include the base unit price indicated on Bid Line #1.

6.38.2. Pricing must be a non-negative value. Quotes showing a credit or “no charge” will be assigned a price value of \$0.00 for canvassing and contract award purposes:

6.38.3. The following Additional Items must be designed and constructed for use with the unit as specified, and be furnished complete with all necessary peripheral items required for proper/safe operation.

6.39. BID LINE #12 – 5,000 LB. LIFTING JIB

6.39.1. A lifting jib must be provided, with a minimum capacity of 5,000 lbs.

6.40. BID LINE #13 – NON-MARKING TIRES

6.40.1. Non-marking tires, suitable for indoor use.

6.41. GROUP ‘C’: STAND-UP MAN LIFT / STOCK PICKER

6.42. BID LINE #18: STAND-UP MAN LIFT / STOCK PICKER BASE UNIT

6.42.1. Unit must be a stand-up man lift /stock picker, with a minimum 3,000 lb. rated load capacity and 24” load center, 24V electric power with lead-acid batteries and AC motor, and a triple-telescoping mast;

6.42.2. Fully loaded lift height must be a minimum of 95” and must go up to 210”;

6.42.3. Forks must have dimensions of within 5% of 36” length, 4” width and 2” height. Straddle width must be adjustable between 40” and 60”;

6.42.4. Lift must have a maximum turning radius of 100”;

6.42.5. Lift must have a maximum travel speed of 6mph under optimal conditions, with a maximum travel speed that is automatically regulated according to lift height and steering angle;

6.42.6. Lift must be capable of lift speeds of within 5% of 45 feet per minute (fpm) empty and 28 fpm loaded on the low speed setting, and 80fpm empty and 46fpm loaded on the high speed setting;

6.42.7. Lift must be capable of lowering speeds within 5% of 40fpm empty and 38fpm loaded on the low setting, and 80fpm empty and 75fpm loaded on the high setting;

6.42.8. Lift must come with a charger suitable for the unit and its drive system;

6.42.9. Non-marking tires, suitable for indoor use.

6.43. GROUP ‘D’: 15,000 LB. SIX-WHEEL DIESEL FORK LIFT

6.44. BID LINE #23 15,000 LB. SIX-WHEEL DIESEL FORK LIFT

6.44.1. Unit must be a diesel-powered four- or six-wheel lift truck with a fully enclosed and climate-controlled cabin with a minimum lifting capacity of 15,000 lbs.

6.44.2. Unit must have wheels sufficient to handle the rated load capacity.

6.44.3. Unit must have a minimum lift speed of 90 feet per minute (fpm) loaded and 140 fpm unloaded.

6.44.4. Unit must have a turbocharged and intercooled four-stroke diesel engine of 150 HP minimum that meets Tier III EPA emissions standards.

6.44.5. Cab must be fully enclosed with glass panels on all sides, a steel protective structure, heating and air conditioning, and work lighting.

6.44.6. Unit must come equipped with a side-shifting fork or fork attachment.

6.44.7. Unit must have power-assisted drum or disc brakes.

6.45. PARTS AND REPAIR SERVICES SCOPE

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

6.46. REPAIR AND SERVICE CENTER QUALIFICATIONS

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

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

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

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

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

6.47. 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.

6.48. INVENTORY/LEAD TIME

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

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

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

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

6.49. TURN AROUND TIME

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

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

6.50. IRREPARABLE EQUIPMENT

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

6.51. WORK ITEMS

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

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

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

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

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

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

6.52. PARTS

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

Where the use of non-O.E.M. (generic) parts and/or "salvaged" parts will be used only when approved by the Department of Fleet Management. Parts will be furnished and billed at the mark-up rate established on the Proposal Pages. Markup rate must not exceed 7%. The Contractor will furnish documentation (manufacturer's

retail price list, manufacturer's invoice or print of manufacturer's list price, etc.) to substantiate the charges; this documentation will accompany all invoices.

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

6.53. REPAIR ESTIMATE

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

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

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

6.54. DIAGNOSTIC TESTING FEES

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

6.55. 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 these terms and conditions, and in no way relieves the Contractor of its obligation to comply with the terms and conditions of this contract, including any standard of performance and warranty requirement stated herein.

6.56. 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.

6.57. DAMAGE OR 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 his custody.

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

The Contractor will be responsible for and must repair any damaged vehicles where such work is directly due to services performed under this contract, or where such damage is the result of the negligence, or carelessness on the part of the contractor/employees. The contractor must first immediately notify the Commissioner of the Department of Fleet Management or his authorized representative regarding the nature and extent of the damages prior to making any such necessary repairs.

6.58. REPORTING REQUIREMENTS

The Contractor must provide records of all vehicles serviced.

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

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

6.59. WORK IN PROGRESS

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

6.60. 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, Monday through Friday, 7:00 a.m. to 3:00 pm., excluding Holidays, as quoted on the Proposal Page(s), unless the Contractor or Authorized Subcontractor's regular service hours are longer, then the Contractor or Authorized Subcontractor's regular service hours will apply.

6.61. 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 or Authorized Subcontractor must make available its facilities and services seven (7) days a week, twenty-four (24) hours per day and must be prepared to respond to Emergency Repair Service calls.

The Contractor will be notified by the Commissioner of the Department of Fleet Management or his authorized representative when emergency service is required.

The Contractor or Authorized Subcontractor must not perform any work outside the regular working hours without the prior authorization from the Commissioner of the Department of Fleet Management or his authorized representative.

The labor rates must include any and all peripheral costs.

6.62. TRANSPORTATION OF EQUIPMENT FOR SERVICE

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

6.63. EXCEPTIONS

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

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

7. PROPOSAL PAGES

DO NOT SUBMIT BID PRICING WITH YOUR BID.

City of Chicago
Catalog RFQ - Lines by Group

PU085C

RFQ Header Information

Please Respond By

RFQ Number 3693

Ship To Location 040-3059 ADMIN

For More Information Please Contact MICHAEL SMITH

312-744-4910

THREE-WHEEL AND FOUR-WHEEL ELECTRIC,
 RFQ Description PROPANE, AND DIESEL FORKLIFTS

Special Instructions

Your Quote is Effective as of

RFQ Status In Process

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

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

RFQ Header Details

Contract Type VEHICLES/HEAVY EQUIPMENT (CAPITAL)

Specification 77819A

Target Market NO

Procurement Type BID

Advertise Date

Bid Deposit Required NO

WEB BID Edit Rules GROUP

Compliance Officer

Compliance Type Description

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

City of Chicago
Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Goods	5607510100	56075	FORKLIFTS, ELECTRIC - THREE WHEEL ELECTRIC LIFT	GROUP A	Each	20	\$	(N/A)	\$	(N/A)	
2	Goods	5607511106	00000	FORKLIFTS, PARTS, ACCESSORIES AND UPGRADES - UPGRADE TO A 4,000 LB. WEIGHT CAPACITY FOR A THREE WHEEL ELECTRIC LIFT	GROUP A	Each	10	\$	(N/A)	\$	(N/A)	
3	Goods	5607511111	56075	FORKLIFTS, PARTS, ACCESSORIES AND UPGRADES - UPGRADE TO A 5,000 LB. WEIGHT CAPACITY FOR A THREE WHEEL ELECTRIC LIFT	GROUP A	Each	10	\$	(N/A)	\$	(N/A)	
4	Goods	5607511021	56075	FORKLIFTS, PARTS, ACCESSORIES AND UPGRADES - "WESCO" LIFTING JIB FOR A THREE WHEEL ELECTRIC LIFT	GROUP A	Each	25	\$	(N/A)	\$	(N/A)	
5	Goods	5607511120	56075	FORKLIFTS, PARTS, ACCESSORIES AND UPGRADES - 5000-LB LIFTING JIB	GROUP A	Each	5	\$	(N/A)	\$	(N/A)	
6	Goods	5607511090	56075	FORKLIFTS, PARTS, ACCESSORIES AND UPGRADES - NON-MARKING TIRES	GROUP A	Each	30	\$	(N/A)	\$	(N/A)	
7	Catalog Line	06099.89	06099.89	MECHANICAL & ELECTRIC REPAIR PARTS	GROUP A	Mark Up	\$ 100000	(N/A)		\$		
8	Work Services	9284757300	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	GROUP A	Hour	200	\$	(N/A)	\$	(N/A)	
9	Work Services	9284757301	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	GROUP A	Hour	24	\$	(N/A)	\$	(N/A)	
10	Work Services	9284757970	92847	VEHICLE REPAIRS - TRANSPORTATION OF EQUIPMENT FOR SERVICE	GROUP A	Each	8	\$	(N/A)	\$	(N/A)	
GROUP A										Total Group Extended Price	\$	
11	Goods	5607512100	56075	FORKLIFTS, PROPANE POWERED - 5,000 LB. CAPACITY	GROUP B	Each	20	\$	(N/A)	\$	(N/A)	
12	Goods	5607511120	56075	FORKLIFTS, PARTS, ACCESSORIES AND UPGRADES - 5000-LB LIFTING JIB	GROUP B	Each	15	\$	(N/A)	\$	(N/A)	
13	Goods	5607511090	56075	FORKLIFTS, PARTS, ACCESSORIES AND UPGRADES - NON-MARKING TIRES	GROUP B	Each	20	\$	(N/A)	\$	(N/A)	

City of Chicago
Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments	
14	Catalog Line	06099.89	06099.89	MECHANICAL & ELECTRIC REPAIR PARTS	GROUP B	Mark Up	\$ 50000	(N/A)		\$			
15	Work Services	9284757300	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	GROUP B	Hour	100	\$	(N/A)	\$	(N/A)		
16	Work Services	9284757301	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	GROUP B	Hour	12	\$	(N/A)	\$	(N/A)		
17	Work Services	9284757970	92847	VEHICLE REPAIRS - TRANSPORTATION OF EQUIPMENT FOR SERVICE	GROUP B	Each	4	\$	(N/A)	\$	(N/A)		
GROUP B										Total Group Extended Price			
										\$			

18	Goods	5453905100	54539	LIFTS, PLATFORMS - STAND UP FOUR POINT MAN LIFT / STOCK PICKER	GROUP C	Each	15	\$	(N/A)	\$	(N/A)		
19	Catalog Line	06099.89	06099.89	MECHANICAL & ELECTRIC REPAIR PARTS	GROUP C	Mark Up	\$ 50	(N/A)		\$			
20	Work Services	9284757300	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	GROUP C	Hour	100	\$	(N/A)	\$	(N/A)		
21	Work Services	9284757301	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	GROUP C	Hour	12	\$	(N/A)	\$	(N/A)		
22	Work Services	9284757970	92847	VEHICLE REPAIRS - TRANSPORTATION OF EQUIPMENT FOR SERVICE	GROUP C	Each	4	\$	(N/A)	\$	(N/A)		
GROUP C										Total Group Extended Price			
										\$			

23	Goods	5607534100	56075	FORKLIFTS, 16,000 LB. CAPACITY, DIESEL - HEAVY DUTY, OUTDOOR LIFT TRUCK	GROUP D	Each	10	\$	(N/A)	\$	(N/A)	
24	Catalog Line	06099.89	06099.89	MECHANICAL & ELECTRIC REPAIR PARTS	GROUP D	Mark Up	\$ 50000	(N/A)		\$		

**City of Chicago
Catalog RFQ - Lines by Group**

PU085C

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>Group ID</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
25	Work Services	9284757300	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS	GROUP D	Hour	100	\$	(N/A)	\$	(N/A)	
26	Work Services	9284757301	92847	VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS	GROUP D	Hour	12	\$	(N/A)	\$	(N/A)	
27	Work Services	9284757970	92847	VEHICLE REPAIRS - TRANSPORTATION OF EQUIPMENT FOR SERVICE	GROUP D	Each	4	\$	(N/A)	\$	(N/A)	
Group										GROUP D	Total Group Extended Price	\$

8. BID DATA PAGES

Bidder is required to complete the appropriate information for the {PROJECT DESCRIPTION} proposed herein, on the bid data pages. Failure to fill out all of the information requested may, at the discretion of the Chief Procurement Officer, result in the bidder being deemed non-responsive. The City will use the information contained in the bid data sheets, and elsewhere in the bid, to evaluate the responsiveness of the bidder.

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

8.1. PERSON TO CONTACT REGARDING THIS BID

NAME: _____ PHONE: _____
TITLE: _____ FAX: _____
COMPANY: _____ E-MAIL: _____
ADDRESS: _____

8.2. REFERENCES:

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

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

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

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

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

3. Attach additional sheets as needed. The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning bidder's record of past performance. The Bidder's failure to furnish the above information, upon request, will result in the disqualification of the Bidder.

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

Section No.: _____ Description: _____

Section No.: _____ Description: _____

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

Section No.: _____ Description: _____

Section No.: _____ Description: _____

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

Section No.: _____ Description: _____

Section No.: _____ Description: _____

8.6. GROUP A BID DATA

8.7. MAKES AND MODELS PROPOSED:

Attach additional sheets as needed.

8.8. MANUFACTURER, MANUFACTURER'S DISTRIBUTOR/SERVICE REPRESENTATIVE

Manufacturer: _____

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S EXCLUSIVE DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED SERVICE REPRESENTATIVE*	YES: _____	NO: _____

8.9. LICENSED NEW VEHICLE DEALER

INDICATE IF YOU ARE:

LICENSED NEW VEHICLE DEALER ** YES: _____ NO: _____

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

8.10. TRAINING OFFERED:

8.11. LOCATION OF REPAIR AND MAINTENANCE SHOP(S)

8.12. FRAME/BODY

GENERAL:

- A) MAKE & MODEL _____
- B) FRAME/BODY DESIGN _____
- C) FRAME MATERIAL _____
- D) RATED LIFT CAPACITY _____
- E) EMPTY WEIGHT (W/O BATT.) _____

DIMENSIONS:

- A) OVERALL LENGTH (TO FORK FACE) _____
- B) OVERALL WIDTH _____
- C) OVERALL HEIGHT _____
- D) FORK DIMENSIONS _____ X _____ X _____
- E) FORK LIFT HEIGHT _____
- F) TURNING RADIUS _____
- G) RIGHT-ANGLE STACK _____
- H) WHEELBASE _____

8.13. PROPULSION (FILL OUT WHICHEVER APPROPRIATE):

ELECTRICAL:

- A) SYSTEM VOLTAGE _____
- B) MOTOR OUTPUT, kWH _____
- C) BATTERY TYPE _____

INTERNAL COMBUSTION:

- A) ENGINE MFGR/MODEL _____
- B) ENGINE DISPLACEMENT _____
- C) RATED POWER OUTPUT _____
- D) ASPIRATION _____
- E) FUEL TYPE _____
- F) FUEL CAPACITY _____
- G) COOLING SYSTEM TYPE _____

8.14. TIRES

TIRES:

- A) SIZE, FRONT _____
- B) SIZE, REAR _____
- C) TYPE (AIR/FOAM) _____
- D) NON-MARKING (Y/N) _____
- E) NUMBER (F/R) _____

8.15. PERFORMANCE:

7. 4.1 GENERAL:

- A) MIN. LIFT SPEED, LOADED _____
- B) MIN. LOWER SPEED, LOADED _____
- C) MIN. LIFT SPEED, EMPTY _____
- D) MIN. LOWER SPEED, EMPTY _____
- E) LIFT MAST TILT, DEGREES _____ (FORE) _____ (AFT)
- F) MAX. ROAD SPEED, LOADED _____
- G) MAX. GRADEABILITY, LOADED _____

8.16. WARRANTY

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

COMPONENT/FEATURE

PROPOSED COVERAGE
(IF ABOVE THE 1YEAR MINIMUM
REQUIREMENT)

Complete Unit:	_____
Chassis Frame:	_____
Corrosion:	_____
Accessories:	_____

Other:	_____

8.17. GROUP B BID DATA

8.18. MAKES AND MODELS PROPOSED:

Attach additional sheets as needed.

8.19. MANUFACTURER, MANUFACTUER'S DISTRIBUTOR/SERVICE REPRESENTATIVE

Manufacturer: _____

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S EXCLUSIVE DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED SERVICE REPRESENTATIVE*	YES: _____	NO: _____

8.20. LICENSED NEW VEHICLE DEALER

INDICATE IF YOU ARE:

LICENSED NEW VEHICLE DEALER ** YES: _____ NO: _____

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

8.21. TRAINING OFFERED:

8.22. LOCATION OF REPAIR AND MAINTENANCE SHOP(S)

8.23. FRAME/BODY

GENERAL:

- A) MAKE & MODEL _____
- B) FRAME/BODY DESIGN _____
- C) FRAME MATERIAL _____
- D) RATED LIFT CAPACITY _____
- E) EMPTY WEIGHT (W/O BATT.) _____

DIMENSIONS:

- A) OVERALL LENGTH (TO FORK FACE) _____
- B) OVERALL WIDTH _____
- C) OVERALL HEIGHT _____
- D) FORK DIMENSIONS _____ X _____ X _____
- E) FORK LIFT HEIGHT _____
- F) TURNING RADIUS _____
- G) RIGHT-ANGLE STACK _____
- H) WHEELBASE _____

8.24. PROPULSION (FILL OUT WHICHEVER APPROPRIATE):

ELECTRICAL:

- A) SYSTEM VOLTAGE _____
- B) MOTOR OUTPUT, KWH _____
- C) BATTERY TYPE _____

INTERNAL COMBUSTION:

- A) ENGINE MFGR/MODEL _____
- B) ENGINE DISPLACEMENT _____
- C) RATED POWER OUTPUT _____
- D) ASPIRATION _____
- E) FUEL TYPE _____
- F) FUEL CAPACITY _____
- G) COOLING SYSTEM TYPE _____

8.25. TIRES

TIRES:

- A) SIZE, FRONT _____
- B) SIZE, REAR _____
- C) TYPE (AIR/FOAM) _____
- D) NON-MARKING (Y/N) _____
- E) NUMBER (F/R) _____

8.26. PERFORMANCE:

7. 4.1 GENERAL:

- A) MIN. LIFT SPEED, LOADED _____
- B) MIN. LOWER SPEED, LOADED _____
- C) MIN. LIFT SPEED, EMPTY _____
- D) MIN. LOWER SPEED, EMPTY _____
- E) LIFT MAST TILT, DEGREES _____ (FORE) _____ (AFT)
- F) MAX. ROAD SPEED, LOADED _____
- G) MAX. GRADEABILITY, LOADED _____

8.27. WARRANTY

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

COMPONENT/FEATURE

PROPOSED COVERAGE
(IF ABOVE THE 1YEAR MINIMUM
REQUIREMENT)

Complete Unit:	_____
Chassis Frame:	_____
Corrosion:	_____
Accessories:	_____

Other:	_____

8.28. GROUP C BID DATA

8.29. MAKES AND MODELS PROPOSED:

Attach additional sheets as needed.

8.30. MANUFACTURER, MANUFACTUER'S DISTRIBUTOR/SERVICE REPRESENTATIVE

Manufacturer: _____

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S EXCLUSIVE DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED SERVICE REPRESENTATIVE*	YES: _____	NO: _____

8.31. LICENSED NEW VEHICLE DEALER

INDICATE IF YOU ARE:

LICENSED NEW VEHICLE DEALER ** YES: _____ NO: _____

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

8.32. TRAINING OFFERED:

8.33. LOCATION OF REPAIR AND MAINTENANCE SHOP(S)

8.34. FRAME/BODY

GENERAL:

- A) MAKE & MODEL _____
- B) FRAME/BODY DESIGN _____
- C) FRAME MATERIAL _____
- D) RATED LIFT CAPACITY _____
- E) EMPTY WEIGHT (W/O BATT.) _____

DIMENSIONS:

- A) OVERALL LENGTH (TO FORK FACE) _____
- B) OVERALL WIDTH _____
- C) OVERALL HEIGHT _____
- D) FORK DIMENSIONS _____ X _____ X _____
- E) FORK LIFT HEIGHT _____
- F) TURNING RADIUS _____
- G) RIGHT-ANGLE STACK _____
- H) WHEELBASE _____

8.35. PROPULSION (FILL OUT WHICHEVER APPROPRIATE):

ELECTRICAL:

- A) SYSTEM VOLTAGE _____
- B) MOTOR OUTPUT, kWH _____
- C) BATTERY TYPE _____

INTERNAL COMBUSTION:

- A) ENGINE MFGR/MODEL _____
- B) ENGINE DISPLACEMENT _____
- C) RATED POWER OUTPUT _____
- D) ASPIRATION _____
- E) FUEL TYPE _____
- F) FUEL CAPACITY _____
- G) COOLING SYSTEM TYPE _____

8.36. TIRES

TIRES:

- A) SIZE, FRONT _____
- B) SIZE, REAR _____
- C) TYPE (AIR/FOAM) _____
- D) NON-MARKING (Y/N) _____
- E) NUMBER (F/R) _____

8.37. PERFORMANCE:

7. 4.1 GENERAL:

- A) MIN. LIFT SPEED, LOADED _____
- B) MIN. LOWER SPEED, LOADED _____
- C) MIN. LIFT SPEED, EMPTY _____
- D) MIN. LOWER SPEED, EMPTY _____
- E) LIFT MAST TILT, DEGREES _____ (FORE) _____ (AFT)
- F) MAX. ROAD SPEED, LOADED _____
- G) MAX. GRADEABILITY, LOADED _____

8.38. WARRANTY

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

COMPONENT/FEATURE

PROPOSED COVERAGE
(IF ABOVE THE 1YEAR MINIMUM
REQUIREMENT)

Complete Unit:	_____
Chassis Frame:	_____
Corrosion:	_____
Accessories:	_____

Other:	_____

8.39. GROUP D BID DATA

8.40. MAKES AND MODELS PROPOSED:

Attach additional sheets as needed.

8.41. MANUFACTURER, MANUFACTURER'S DISTRIBUTOR/SERVICE REPRESENTATIVE

Manufacturer: _____

INDICATE IF YOU ARE:

MANUFACTURER	YES: _____	NO: _____
MANUFACTURER'S EXCLUSIVE DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED DISTRIBUTOR*	YES: _____	NO: _____
MANUFACTURER'S AUTHORIZED SERVICE REPRESENTATIVE*	YES: _____	NO: _____

8.42. LICENSED NEW VEHICLE DEALER

INDICATE IF YOU ARE:

LICENSED NEW VEHICLE DEALER ** YES: _____ NO: _____

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

8.43. TRAINING OFFERED:

8.44. LOCATION OF REPAIR AND MAINTENANCE SHOP(S)

8.45. FRAME/BODY

GENERAL:

- A) MAKE & MODEL _____
- B) FRAME/BODY DESIGN _____
- C) FRAME MATERIAL _____
- D) RATED LIFT CAPACITY _____
- E) EMPTY WEIGHT (W/O BATT.) _____

DIMENSIONS:

- A) OVERALL LENGTH (TO FORK FACE) _____
- B) OVERALL WIDTH _____
- C) OVERALL HEIGHT _____
- D) FORK DIMENSIONS _____ X _____ X _____
- E) FORK LIFT HEIGHT _____
- F) TURNING RADIUS _____
- G) RIGHT-ANGLE STACK _____
- H) WHEELBASE _____

8.46. PROPULSION (FILL OUT WHICHEVER APPROPRIATE):

ELECTRICAL:

- A) SYSTEM VOLTAGE _____
- B) MOTOR OUTPUT, KWH _____
- C) BATTERY TYPE _____

INTERNAL COMBUSTION:

- A) ENGINE MFGR/MODEL _____
- B) ENGINE DISPLACEMENT _____
- C) RATED POWER OUTPUT _____
- D) ASPIRATION _____
- E) FUEL TYPE _____
- F) FUEL CAPACITY _____
- G) COOLING SYSTEM TYPE _____

8.47. TIRES

TIRES:

- A) SIZE, FRONT _____
- B) SIZE, REAR _____
- C) TYPE (AIR/FOAM) _____
- D) NON-MARKING (Y/N) _____
- E) NUMBER (F/R) _____

8.48. PERFORMANCE:

7. 4.1 GENERAL:

- A) MIN. LIFT SPEED, LOADED _____
- B) MIN. LOWER SPEED, LOADED _____
- C) MIN. LIFT SPEED, EMPTY _____
- D) MIN. LOWER SPEED, EMPTY _____
- E) LIFT MAST TILT, DEGREES _____ (FORE) _____ (AFT)
- F) MAX. ROAD SPEED, LOADED _____
- G) MAX. GRADEABILITY, LOADED _____

8.49. WARRANTY

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

COMPONENT/FEATURE

PROPOSED COVERAGE
(IF ABOVE THE 1YEAR MINIMUM
REQUIREMENT)

Complete Unit:	_____
Chassis Frame:	_____
Corrosion:	_____
Accessories:	_____

Other:	_____

9. AFFIDAVIT OF CHICAGO BUSINESS

If this is a competitively bid Contract, a Chicago business preference may be applicable. Failure to complete and submit this form with the bid at the time of Bid Opening will be cause for rejection of the bid for being non-responsive.

- 1. Is bidder a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language? () Yes () No
- 2. Street address of principal place of business:

- 3. Does the bidder have meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago? () Yes () No
- 4. Does the bidder report to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force? () Yes () No
- 5. Does the bidder hold appropriate City of Chicago business license(s) (if such license(s) are required for the business)? () Yes () No () License(s) are not required for the business
- 6. Is bidder subject to City of Chicago taxes? () Yes () No
- 7. How many persons are currently employed by bidder? _____
- 8. How many of bidder's current employees work at City of Chicago locations? _____

Signed: _____

Printed Name: _____

Title: _____

County of _____

State of _____

Acknowledged under oath on (date) _____

Before me by _____

As (title) _____

of (firm) _____

Notary Public Signature: _____

(Seal)

Commission _____

Expires: _____

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

10.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

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

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

NOTE:

1. Filing an “EDS Information Update” does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
2. Filing an EDS in a hard copy or paper copy form does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
3. Filing an EDS for another mater (different bid, contract, etc.) does **NOT** satisfy the requirement to file an electronic EDS prior to bid opening.
4. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

10.2. ONLINE EDS WEB LINK

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

10.3. ONLINE EDS NUMBER

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

EDS Number: _____

10.4. ONLINE EDS CERTIFICATION OF FILING

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

Please insert your Certification of Filing following this page.

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

10.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

10.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 2. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

10.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A: An EDS must be submitted in any of the following three circumstances:

Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

- Q: I don't have a user ID & password. Can I still submit an Online EDS?
A: No. You must register and create a user ID and password before submitting an Online EDS.
- Q: What information is needed to request a user ID & password for Online EDS?
A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.
- Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?
A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.
- Q: I don't have an email address. How do I submit an Online EDS?
A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.
- Q: I forgot my user ID. Can I register again?
A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.
- Q: Who is the EDS Captain?
A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.
- Q: Why do we need EDS Captains?
A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.
- Q: Who is the EDS team?
A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.
- Q: I forgot my password. What should I do?
A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

- Q: How do I complete an Online EDS?
A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.
- Q: How do I fill out a Disclosure of Retained Parties?
A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."
- Q: How do I attach documents?
A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.
- Q: Who can complete an Economic Disclosure Statement online?
A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.
- Q: What are the benefits of filing my Economic Disclosure statement electronically?
A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.
- Q: Will my information be secure?
A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, Only you will have knowledge of this unique identification information.
- Q: I am filing electronically. How do I sign my EDS?
A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.
- Q: My address has changed. How can I update my information?
A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.
- Q: I have more questions. How can I contact the Department of Procurement Services?
A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.
- Q: Can I save a partially complete EDS?
A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

11. CITY OF CHICAGO MULTI-PROJECT LABOR AGREEMENT (PLA)

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation, and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.
2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph I above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.
9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.
10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.
11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors; agree that a final and binding resolution of the dispute shall be resolved as follows:
 - A. Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
 - B. If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.
 - C. If no settlement agreement is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V. VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement,
13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.
14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.
16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the 'Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".
18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.
19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel
Duly Authorized Officer of the City of Chicago

On behalf of

(Insert Name of Labor Organization)
Its Duly Authorized Officer

For appendices as provided in the agreement, please the website, <http://www.cityofchicago.org/pla>.

11.1. SIGNATORY UNIONS

Boilermakers Local 1

Bricklayers and Allied Crafts Local 21
Ceramic Tile & Terrazzo
Pointers, Cleaners, Caulkers
BAC Administrative Council #1 of IL

Chicago Regional Council of Carpenters
Carpenters Local Union #13
Carpenters Local include: 1, 10, 13, 54, 58, 62, 74 (Lathers), 80, 141, 181, 272, 434, 578, 839, 1027, 1185, 1307, 1539, 1693 (Millwrights) – City of Chicago Local in **Bold**.

Cement Masons Local 502

IBEW, Local 134

Elevator Constructors, Local 2

Operating Engineers, Local 150

Heat and Frost Insulators, Local 17

Iron Workers District Council of Chicago and Vicinity

Architectural Iron Workers, Local 63

Bridge & Structural Iron Workers, Local 1

Machinery Movers, Riggers & Machinery Erectors, Local 136

Construction & General Laborers' District Council of Chicago and Vicinity
Laborers Locals include: Locals One, 2, 4, 5, 6, 25, **76**, 118, 225, 269, **1001**, **1092** – (City of Chicago Local in **Bold**).

Machinists, Local 126

Painters' District Council No.14

Glaziers Local 27

Sign, Display, Pictorial Artists, and Allied Workers Local 830

Plasters Local 5

Plumbers Local 130

United Union of Roofers, Waterproofers & Allied Workers Local #11

Sheet Metal Workers Local 73

Sprinkler Fitters Local 281

Teamsters Local 731

12. EXHIBIT ONE – SAMPLE REVERSE AUCTION SERVICE PROVIDER AND REVERSE AUCTION PARTICIPANT’S AGREEMENT

12.1. PGGI REVERSE AUCTION PARTICIPANT’S TERMS AND CONDITIONS

The following is the Agreement that the Reverse Auction Participant must enter into with PGGI in order to participate in the Reverse Auction. The City is not a party to this agreement.

Peralta Garcia Government Innovations (“PGGI”) does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge PGGI, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from PGGI. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and PGGI is in no way a party to or responsible for the performance of such agreement. Therefore:

1. PGGI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND
2. PGGI FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE PERALTA GARCIA GOVERNMENT INNOVATIONS (“PGGI”) INTERNET-BASED STRATEGIC SOURCING SOLUTION (“SOLUTION”) FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EProcureLive website by the use of a password(s) and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new “Reverse Auction Participant’s Terms and Conditions”. PGGI reserves the right to terminate your access to the Solution or any of its services at any time, if PGGI shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, PGGI shall notify you immediately.
2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, PGGI will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. PGGI will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. PGGI shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- a. Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 Business Days in advance of a scheduled event
- b. Selecting appropriate procurement opportunities to participate
- c. Preparing and assuring the completeness of any bids, quotes or proposals
- d. Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- e. Maintaining with the Buyer, the security and the integrity of the bid procurement process
- f. Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- g. Compliance with all applicable legal requirements
- h. Establishing and adhering to the terms and conditions of buyer contracts
- i. Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that PGGI's responsibilities are, but not limited to, the following:

- a. Clarifying buyer needs and specifications to the supplier
 - b. Assisting in the completion of a comprehensive Bid Package
 - c. Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
 - d. Participating in any Pre-bid Conference(s)
 - e. Conducting the electronic bid event and providing help desk support during the event
3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. PGGI makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. PGGI recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.
 4. Buyer Representations and Warranties. PGGI does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. PGGI recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.
 5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. PGGI is not responsible for such unauthorized use of the Solution.
 6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against PGGI as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.
 7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services PGGI provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST PGGI RELATED TO YOUR USE OF THE SOLUTION.
 8. Virus. You hereby agree PGGI will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.
 9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it remains as such. If PGGI suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify PGGI against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. PGGI uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to PGGI and a new password will be assigned for your use. PGGI does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by PGGI. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. The transaction fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Fee to PGGI if you are the awarded supplier. Said Fee will be assessed to the awarded supplier at the rate of one (1.0) percent or a maximum of \$40,000, whichever is less, of the awarded price. Fees will be billed and are to be paid to PGGI by the awarded supplier in the following manner:

Term Contracts and service bids resulting in monthly or recurring transactions will be billed quarterly on the estimated purchase amount with payment due net 15; the initial quarterly payment will be billed and due with the first shipment or performance. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

One-Time Purchases will be billed upon issuance of a Purchase Order by an Initiator payable net 15.

Construction or Public Works Purchases will be billed upon awarded supplier's mobilization, receipt of a notice to proceed, mobilization payment or contract execution, whichever is earlier. Fee is due in its entirety net 15.

Awarded Suppliers shall make payment via either check or wire. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

Suppliers will insure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to PGGI for the Fee. Because these fees are expected to be INCLUDED in your pricing, these fees shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions in their entirety.

12. Disclosures. You acknowledge by using the Solution, you agree to provide PGGI accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to PGGI immediately upon becoming aware of such information and PGGI relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. Privacy Policy. You hereby acknowledge PGGI has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. PGGI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold PGGI responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. Reselling or Transfer. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.
15. Access to Internet. You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. PGGI is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.
16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
17. Links to Other Sites. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under PGGI's control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by PGGI, and PGGI is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.
18. Copyright – How you May Use the Content of the Solution. The content of this Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by PGGI and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of PGGI, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.
19. Framed Links. You may not create framed links to the Solution without express written permission from PGGI.
20. Modification. PGGI, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on PGGI's website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. Non-Circumvention. You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to PGGI the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and PGGI regarding the submission of quotations and subsequent pricing before and during the auction event.
22. Governing Law. This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to or application of its conflict of laws principles.
23. Partial Enforceability. If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
24. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
25. No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
26. Headings. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

12.2. SAMPLE REVERSE AUCTION CONFIGURATION

The following is a sample Reverse Auction Configuration the will be provided to the Reverse Auction Participant prior to the Reverse Auction.

Online Bid for <Sample>	
Start Date:	3/23/2010
Start Time:	2:00pm CST
Scheduled Length:	30 Minutes
Dynamic (No Ties) Reverse Format:	Your bid must be at or below the opening price, cannot tie any bid, and each subsequent bid must be at least the minimum bid decrement below your last bid for your bid to be accepted.
Rank Only Bid Reverse Format:	Auction in which only your rank in relation to the lead bid is revealed. Bidder names, companies and bids will remain anonymous to other bidders.
Bid Ceiling Price:	No
Minimum Bid Decrement:	\$10.00
Rebates?	Please factor any rebates into your auction bid amounts.
Freight Terms:	
Firm pricing:	60 days from the end date of the auction
Applicable Specifications:	RFQ
Extensions:	Set to 3-minutes
Auction Location:	Refer to your Vendor Application Approval e-mail or Login at http://ra.eprocurelive.com
Assistance:	330.931.4687 or via email at bgrega@eprocurelive.com
Other Important Information:	The bidding event has one Lot with 1 line item. The line item has an open amount that will be discussed in training. A bid must be placed at or below the opening amount please remember no ties are allowed. A transaction fee will be assessed to the <u>awarded</u> supplier at the rate of three (3.0) percent of the awarded price.
Training Available?	Yes, training is available from PGGI and is highly recommended. Our solutions manager, will provide you with detailed instructions for using the website and the online bidding tools. The solution manager will also provide optimal bidding tips. The training session is conducted over the phone and is scheduled according to your convenience. The training session will take only 10-15 minutes. If you have not already been contacted or have scheduled training just call us when you are ready to schedule the training session. 330.931.4687

12.3. PGGI REVERSE AUCTION RULES

1. I (Reverse Auction Participant) understand the auction configuration parameters as they are displayed in the section, entitled, "Reverse Auction Configuration."
2. I acknowledge that I have received and fully understand the training and I am capable of bidding in the online event. If someone else is designated by me to bid in this event, I take responsibility for that bidder's capabilities, will notify PGGI, and I acknowledge that this Agreement will apply to the designated bidder.
3. I understand that I should not attempt to troubleshoot any **technical problems** on my own, especially problems I am experiencing in the auction and that I should call PGGI IMMEDIATELY at 330-931-4687.
4. I understand that if I encounter any **difficulties in placing a bid** that I am to contact PGGI via phone immediately and that, if necessary, PGGI will assist me in placing a bid. I understand that adequate time must be provided to PGGI to assist me and agree that PGGI is not liable if I am unable to place a bid for any reason before the online bid closes.
5. I understand that the **official auction clock** is maintained by PGGI's server and due to Internet connection speeds the auction clock on my computer may vary. For this reason, it is important that I submit my bid with ample time remaining in the auction to prevent late bids from being rejected due to the lag in connection speeds and clock times. Ultimately, PGGI's server is the official clock and by following instructions in this document, I will minimize the possibility that my intended bid will not be accepted.
6. I understand that there are **extensions** built into this auction event in order to allow fair and ample opportunity for all bidders to counter last-minute bids. This is done to leverage Internet connection speeds. If a bid is placed within the last 3 minutes of the auction the clock will reset to 3 minutes until no further bids are placed and the time expires.
7. I understand that I **should not wait until the last 60 seconds** of an auction to place a bid. I also understand that by waiting until the last 60 seconds to place a bid I risk problems associated with Internet transmission speeds and take the chance of having my bid rejected. I agree that neither PGGI nor the Buyer using the online auction for purchases is responsible or liable if my bid is submitted too late or improperly and is not accepted by the software.
8. I understand that in some cases, an **auction might be re-opened** if technical issues prevented a bidder or bidders from placing bids and those issues were brought to PGGI's attention immediately. I acknowledge that a re-opening decision will be at the discretion of PGGI and the Buyer. Due to the possibility of a re-opening, I understand that I should remain logged on and attentive to the PGGI Auctions site until a broadcast message announces the bid has officially closed.
9. I understand that PGGI is under **no obligation to re-open** an auction for a bidder to place a bid for any reason, particularly if a bidder does not contact PGGI immediately after attempting to place a rejected bid.
10. I understand that there may be an **opening price** in the auction and that I cannot place a bid higher than this price. This price represents the maximum allowable price that the system will accept in the auction.
11. I understand that an established **reserve price** may have been set in the auction and that this price reflects the price at or below which the Buyer intends to award the bid. I do not know this price, but there will be indication on my screen when the reserve has been met. I also understand that if this price is not met during the auction, the Buyer retains the right to not award the bid.
12. I understand that the Buyer has **the right to reject any and all bids** and that possessing the low bid in the auction does not necessarily guarantee that the low bidder will be awarded.
13. I understand that there is a **minimum bid decrement** and that I must bid according to this decrement for my bid to be accepted. In a Dynamic Reverse Formatted Auction, this means that each subsequent bid I make must be the minimum bid decrement less than my last bid or lower. In an English Reverse Formatted Auction, this means that each subsequent bid I make must be at least the minimum bid decrement less than the leading bid.

14. I understand that I should review all **Bid Package** files/documents uploaded to the Bid Manager Event or provided by the Bid Manager
15. I understand that if I do not place a **test bid** in the training auction (using the same machine I will use for the live auction), PGGI will not provide assistance, including placing bids on my behalf (proxy bidding) should I experience technical problems before or during the auction.
16. I understand that PGGI recommends I make the following **precautions** to avoid any technical issues during the auction:
 - a. I should arrange for another computer to act as a backup in case something happens to my computer during the auction. I should log into **http://ra.eprocurelive.com** prior to the live auction and place test bids in the training auction using this backup computer to make sure it will function properly in case it needs to be used as a back up during the live auction.
 - b. I should make sure no other programs are running during the auction to prevent my computer from running slowly and not getting my bid submitted in time.
17. I understand that important changes to the configuration of the auction or terms of the bid may be made after this communication is sent and that I must review all Bid Manager messages, emails, calls, and auction site broadcast messages sent from PGGI and the Buyer carefully and diligently.

13. PROPOSAL EXECUTION PAGES

13.1. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. click and type specification no. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer) (Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(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 _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

(Seal)

Notary Public Signature

Commission Expires: _____

13.2. PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received Specification No. click and type specification no. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFO), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____ Commission Expires: _____ (Seal)

13.3. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. click and type specification no. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFO), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

13.4. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No. _____ and type specification no. _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFO), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

13.5. PROPOSAL ACCEPTANCE BY CITY

Contract No.: _____

Specification No.: 77819A

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: 008 0C17 040 2035 1801 220450 0000 17099131 and Various

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date