

Contract Summary Sheet

Contract (PO) Number: T24436

Modification Number (if applicable):

Specification Number: B10705307

Name of Contractor: MID-AMERICA TRUCK&EQUIP CO INC

City Department: DEPT OF FLEET MGMT

Title of Contract: T1070530701 TRUCK, CAB/CHASSIS W/UTILITY BODY

Term of Contract: Start Date: 7/1/02

End Date: 6/30/04

Number and length of time of any extension options: 2 one-year extensions

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$758,646 00

Brief Description of Work: T1070530701 TRUCK, CAB/CHASSIS W/UTILITY BODY

Procurement Services Contact Person: MICHAEL SMITH

Vendor Number: 1042956

Submission Date: FEB 01 2003

VENDOR NO. 1042956A

6/21/02
DAS
3 copies

CC RACT NO. T10705307-01

SPECIFICATION NO.: B1-07053-07

for

CAB/CHASSIS WITH UTILITY BODIES, TELESCOPIC ARTICULATED BOOMS, 54' WORKING
HEIGHT PERSONNEL BUCKETS AND MATERIAL HANDLERS

CONTRACT PERIOD: TWENTY-FOUR (24) MONTHS FROM THE DATE OF CONTRACT
AWARD AND RELEASE

STARTING _____ THROUGH _____

Required for use by

DEPARTMENT OF STREETS AND SANITATION
BUREAU OF ELECTRICITY
c/o DEPARTMENT OF FLEET MANAGEMENT

FUND: 01-449-40-1005-3030-0450-45340131

BID DEPOSIT: NONE

DRAWINGS: NONE

EXECUTE ONE COMPLETE ORIGINAL BID PACKAGE
All Signatures to be sworn to before a Notary Public

INFORMATION MICHAEL SMITH, HEAD PURCHASE CONTRACT ADMINISTRATOR
PHONE NO. (312) 744-4910

All bids are to be sealed and received no later than 11:00 a.m. on the day of the
Bid Opening. All bids will be read publicly in the

BID AND BOND ROOM
ROOM 301, CITY HALL

Issued by

THE DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO
ROOM 403, CITY HALL
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602

RICHARD M. DALEY
MAYOR

DAVID E. MALONE
CHIEF PROCUREMENT OFFICER

MLS/jg

March 15, 2002

ADDENDUM NO. 1

TO

SPECIFICATION NO. 81-07053-07

FOR

**Cab/Chassis with Utility Bodies, Telescopic Articulated Booms, 54' Working Height
Personnel Buckets and Material Handlers**

For which bids were scheduled be opened in the Bid and Bond Room, Room 301, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602 at 11:00 A M , C.S.T., on Monday, March 25, 2002.

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

**BIDDERS WILL ACKNOWLEDGE RECEIPT OF THIS
ADDENDUM IN THE SPACE PROVIDED ON THE APPROPRIATE EXECUTION PAGE**

NOTICE OF REVISIONS/CHANGES

- 1 On Page 64 of the Detailed Specifications, Section 26.02, Buckets and Controls, change this section to read:

“Bucket must have a hydraulic rotator, operated by a control lever, which rotates the bucket a minimum of 90°. Bucket leveling must be controlled by a two cylinder arrangement. The leveling system must be capable of activation from the upper or lower controls. Upper and lower controls must be protected by a suitable guard. The bucket must be readily detachable and interchangeable among all units purchased hereunder. A lanyard anchor must be provided on the upper bucket support, two safety harnesses (size XL) and a bucket cover must be provided per vehicle.”

2. On page 65 of the Detailed Specifications, Section 27.00, Material Handling Jib and Winch, delete Section 27.04 in its entirety.
3. The Bid Opening Date is hereby postponed from Monday, March 25, 2002 at 11:00 A M to Monday, April 1, at 11:00 A M

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

**DAVID E. MALONE
CHIEF PROCUREMENT OFFICER**

LEGAL ADVERTISEMENT
FRIDAY, MARCH 1, 2002
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES

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

DESCRIPTION: K-9 FULL SIZE SPORT UTILITY VEHICLE 4 X 4
 5.2 SUBURBAN TYPE SPORT UTILITY VEHICLE 4 X 4
 SPECIFICATION NO: B2-07042-03
 BIDS/PROPOSALS OPENING DATE: Monday, March 25, 2002
 TIME: 11:00 A.M.
 CONTACT: Robert Kelly Phone: (312)744-742-9473
 E-mail: rkelly@cityofchicago.org

NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:
 DESCRIPTION: Marine Electronics
 SPECIFICATION NO: C220-01-0006
 ORIGINAL AD. DATE: Friday, February 15, 2002
 ORIGINAL BID/PROPOSAL OPENING DATE: Thursday, March 14, 2002
 BIDS/PROPOSALS OPENING DATE: Thursday, March 28, 2002
 TIME: 11:00 A.M.
 CONTACT: Larry L. Washington Phone: (312)744-8981
 E-mail: lhwashington@cityofchicago.org

TARGET MARKET PROGRAM
 Bidding Restricted to City of Chicago Certified
 Minority Business Enterprise (MBE) and
 Women Business Enterprise (WBE) Firms
 With Appropriate Specialty Area Designation

ADVERTISEMENT DATE: Friday, March 1, 2002
 DESCRIPTION: Skyway Toll Bridge System
 Commercial/Cabinet/1000ft
 Median Reconstruction
 SPECIFICATION NO: PE1370102
 PROJECT NO: E-1-137
 ESTIMATE BETWEEN \$1,000,000.00 - \$8,000,000.00
 BID/PROPOSAL DEPOSIT 5% of Total Base Bid
 SPECIFICATION DEPOSIT \$100.00
 BIDS/PROPOSALS OPENING DATE: Tuesday, March 19, 2002
 TIME: 11:00 A.M.
 CONTACT: Gary S. Bell Phone: (312)744-5768
 E-mail: garybell@cityofchicago.org

DESCRIPTION: Cab/Chassis with Utility Bodies, Telescopic Articulated Booms, 54' Working Height Personnel Buckets and Material Handlers.
 SPECIFICATION NO: EL-07053-07
 BIDS/PROPOSALS OPENING DATE: Monday, March 25, 2002
 TIME: 11:00 A.M.
 CONTACT: Michael L. Smith Phone: (312)744-742-9473
 E-mail: michaelsmith@cityofchicago.org

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

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

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-9773.

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

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

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

RICHARD M. DALEY DAVID E. MALONE
 MAYOR CHIEF PROCUREMENT OFFICER

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

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WEDNESDAY, MARCH 20, 2002
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES

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NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:

DESCRIPTION: CAB/CHASSIS WITH UTILITY BOODS TELESCOPIC
ARTICULATED BOOMS, 54 WORKING HEIGHT PERSONNEL
BUCKETS AND MATERIAL HANDLERS
NOTICE OF REVISION: ADDENDUM NO 1 DATED MARCH 15,
2002 IS AVAILABLE FOR PICK UP

SPECIFICATION NO. B1-07053-07

ORIGINAL AD DATE: Friday, March 1, 2002

ORIGINAL BID/PROPOSAL OPENING DATE: Monday, March 25, 2002

TIME: 11:00 A.M. CST

NEW BID/PROPOSAL OPENING DATE: Monday, April 1, 2002

TIME: 11:00 A.M. CST

CONTACT: Michael L. Smith

Phone: (312) 744-4910

E-mail: michaelsmith@chicago.org

ADDITIONAL 11 and 12 are available from the Bid and Bond Room, City Hall Room 301

POSTPONEMENT: The Friday, March 15, 2002 Bid Opening Date is postponed

NEW BID OPENING DATE: Wednesday, April 3, 2002

DESCRIPTION: Pressure Washing Various Surfaces

SPECIFICATION NO. B1-08221-004

ORIGINAL AD DATE: Friday, March 1, 2002

TIME: 11:00 A.M. CST

NEW BID/PROPOSAL OPENING DATE: Monday, April 1, 2002

TIME: 11:00 A.M. CST

CONTACT: Steven Saks

Phone: (312) 744-9771

E-mail: ssaks@chicago.org

NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:

DESCRIPTION: WEED CUTTING SERVICES - NORTH

SPECIFICATION NO. B1-98336-03

ORIGINAL AD DATE: Friday, March 8, 2002

ORIGINAL BID/PROPOSAL OPENING DATE: Wednesday, March 27, 2002

TIME: 11:00 A.M. CST

NEW BID/PROPOSAL OPENING DATE: Monday, April 8, 2002

TIME: 11:00 A.M. CST

CONTACT: Lori Blameuser

Phone: (312) 744-9763

E-mail: lblameuser@chicago.org

NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:

DESCRIPTION: CREW CAB/CHASSIS WITH AERIAL DERRICKS, DOUBLE BUCKETS AND

BOTTAL LINE BOODS

NOTICE OF REVISION: ADDENDUM NO 1 DATED MARCH 15, 2002 IS

AVAILABLE FOR PICK UP

SPECIFICATION NO. B1-56081-02

ORIGINAL AD DATE: Friday, March 8, 2002

ORIGINAL BID/PROPOSAL OPENING DATE: Friday, March 29, 2002

TIME: 11:00 A.M. CST

NEW BID/PROPOSAL OPENING DATE: Monday, April 8, 2002

TIME: 11:00 A.M. CST

CONTACT: Michael L. Smith

Phone: (312) 744-4910

E-mail: michaelsmith@chicago.org

DESCRIPTION: Southwest Pumping Station

PROJECT NO. 99-109

SPECIFICATION NO. P991090101

ESTIMATE BETWEEN \$10,000,001.00 - \$50,000,000.00

BID/PROPOSAL DEPOSIT: 5% of Total Base Bid

SPECIFICATION DEPOSIT: \$200.00 (Two Hundred Dollars)

PRE-BID/PROPOSAL CONFERENCE: Tuesday April 9, 2002 @ 10:00 a.m.

LOCATION: Southwest Pumping Station

8422 S. Kedzie Avenue, Chicago, IL

BID/PROPOSAL OPENING DATE: Wednesday, April 24, 2002

TIME: 11:00 A.M. CST

CONTACT: Gary S. Bell

Phone: (312) 744-9768

E-mail: garybell@chicago.org

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RICHARD M. DALEY, Mayor
DAVID E. MALONE, CHIEF PROCUREMENT OFFICER

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ORIGINAL BID/PROPOSAL OPENING DATE: Monday, March 25, 2002

TIME: 11:00 A.M. CST

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TIME: 11:00 A.M. CST

CONTACT: Michael L. Smith

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E-mail: michaelsmith@chicago.org

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CONTACT: Steven Saks

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E-mail: ssaks@chicago.org

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SPECIFICATION NO. B1-98336-03

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TIME: 11:00 A.M. CST

CONTACT: Lori Blameuser

Phone: (312) 744-9763

E-mail: lblameuser@chicago.org

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SPECIFICATION NO. B1-56081-02

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TIME: 11:00 A.M. CST

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CONTACT: Michael L. Smith

Phone: (312) 744-4910

E-mail: michaelsmith@chicago.org

DESCRIPTION: Southwest Pumping Station

PROJECT NO. 99-109

SPECIFICATION NO. P991090101

ESTIMATE BETWEEN \$10,000,001.00 - \$50,000,000.00

BID/PROPOSAL DEPOSIT: 5% of Total Base Bid

SPECIFICATION DEPOSIT: \$200.00 (Two Hundred Dollars)

PRE-BID/PROPOSAL CONFERENCE: Tuesday April 9, 2002 @ 10:00 a.m.

LOCATION: Southwest Pumping Station

8422 S. Kedzie Avenue, Chicago, IL

BID/PROPOSAL OPENING DATE: Wednesday, April 24, 2002

TIME: 11:00 A.M. CST

CONTACT: Gary S. Bell

Phone: 312-744-9768

E-mail: garybell@chicago.org

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REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

CONTRACT FOR SUPPLY

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

I. BID DEPOSIT

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

Bid deposits shall be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of 10% of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than 10% of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to 10% of his bid. Compliance with the provisions herewith shall be determined in all cases by the Chief Procurement Officer and his determination shall 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 shall be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.

II. PREPARATION OF PROPOSAL

The bidder shall prepare its proposal on the attached proposal forms. 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 shall execute the bid and the Corporate seal shall 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 which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall 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 shall be submitted. If bidder is a sole proprietorship, the sole proprietorship shall 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).

III. SUBMISSION OF PROPOSALS

All prospective bidders shall submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose in 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 shall carry the following information on the face of the envelope: bidder's 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 shall be 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 shall be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed shall be rejected.

IV. 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 shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor shall 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

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

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 shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall 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.

V. 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.

VI. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer shall 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.

VII. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

VIII. PERFORMANCE BOND

When required by the Chief Procurement Officer, the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond in the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein. Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond. Attention is called to the provisions of Section 5/8-10-13 of the Illinois Municipal Code and to the provisions of Chapter 7-4 of the Municipal Code of Chicago.

IX. FAILURE TO FURNISH BOND

In the event that the bidder fails to furnish the performance bond in said period of seven (7) calendar days, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty.

X. DISCLOSURES

The apparent low bidder will be required to execute and notarize the disclosure required by Executive Order 97-1 no later than 7 calendar days after notification by the City of Chicago unless a longer time is granted by the Chief Procurement Officer. A copy of the disclosure required by Executive Order 97-1 is attached to the Specification. Refusal to execute and notarize such disclosure will result in the Chief Procurement Officer declaring the bidder non-responsible and the City retaining the bid deposit. 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.

XI. 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

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

XII. CATALOGS

Each bidder shall submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

XIII. TRADE NAMES

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

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

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

XIV. RETURN OF BID DEPOSIT

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening.

The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders can not be readily determined based on price

Specification. B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 3 of 99

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 and a satisfactory performance bond has been approved, where such bond is required.

XV. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No E9998-1874-01. 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.

XVI. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

- A. General Conditions
- B. Addenda if any.
- C. Department Special Provisions
- D. Plans or City Drawings.
- E. Detailed Specifications
- F. Standard Specifications of the City, State or Federal Government, if any
- G. Advertisement for proposals (copy of advertisement to be attached to back of cover)
- H. Requirements for Bidding and Instructions to Bidders
- I. Performance Bond, if required.

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

inconsistency therein, except as may be otherwise expressly provided by the City.

XVII. 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 by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. La Salle Street, Chicago, Illinois 60602

GENERAL CONDITION:

1. NON-DISCRIMINATION

A Federal Requirements

It shall be 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 individual's 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 individual's race, color, religion, sex, age, handicap or national origin.

Contractor shall 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)

B State Requirements

Contractor shall 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, 5 Ill Admin Code § 750 Appendix A. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0 01 et seq. (1992), as amended.

C City Requirements

Contractor shall comply with the Chicago Human Rights Ordinance, ch 2-160, section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended. Further, Contractor shall furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D Subcontractors

Contractor agrees that all of the above provisions (A), (B) and (C) , will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Contract

2. INDEMNITY

Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the City in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, of the subcontractor or its employees, if any, and the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

To the extent permissible by law, the Contractor waives any limits on the Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act 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 Worker's Compensation Act, the Illinois Pension Code or any other statute.

3 PREVAILING WAGE ACT

The Contractor shall comply with "AN ACT regulating

GENERAL CONDITIONS

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." Attention is called to Chapter 48, Par.39s, Ill Rev Stats 1989

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, shall 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 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 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 shall apply to such contract.

4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

The Contractor shall not transfer or assign any contract funds or claims due or to become due without the 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 shall be due or to become due to the contractor, shall cause the annulment of said transfer or assignment so far as the City is concerned.

5. GUARANTEES & WARRANTEES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Chief Procurement Officer before final voucher on the contract

is issued

6. DELIVERY

All materials shipped to the City of Chicago must be shipped F.O.B., designated location, Chicago, Illinois If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The material must then be delivered where directed.

Truck deliveries will be accepted before 4:00 P.M. on week-days only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed Chicago Public Weigh-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the City reserves the right to re-weigh at the nearest available railroad scale.

7. 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.

8. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its Chief Procurement Officer, shall 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 shall 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

GENERAL CONDITIONS

complying therewith may be rejected by the Chief Procurement Officer and shall be replaced by the Contractor at no cost to the City

Any materials or components rejected shall 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.

9. INSURANCE

The Contractor agrees to keep in force during the life of this contract such insurance policies as may be indicated in the SPECIAL CONDITIONS of this contract. Contractor further agrees to furnish certificates of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer.

10. PAYMENT

Payment to Contractor shall be as specified in the Special Conditions of this contract.

11. CASH BILLING DISCOUNT

Any cash billing discounts offered will not be considered in the evaluation of bids unless requested in the Special Conditions to be included in the proposal. If so requested, cash billing discount for payment of invoices in thirty (30) days or more will be considered in evaluating bids. Shorter discount periods will not be considered in evaluating bids.

12. 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 shall 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" shall 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 shall 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, shall within ten 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 shall furnish, within ten 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 as provided above, they were reported to the Chief Procurement Officer within ten days, and ordering offices were billed at the reduced prices.

Where one or more such general price reductions were made, the statement furnished by the Contractor shall 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.

13. 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

GENERAL CONDITIONS

part of this contract in any one of the following circumstances:

- (i) 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
 - (ii) 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 10 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 shall be liable to the City for any excess costs for such similar supplies or service: Provided, that the Contractor shall continue the performance of this to the extent not terminated under the provisions of this clause.
- C. The Contractor shall 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.

14. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after hearing by the Chief Procurement Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer shall be final and binding.

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

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

No person or business entity shall be awarded a contract or sub-contract if that person or business entity (a) has been convicted of bribery or attempting to bribe a public officer or employee of the 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 officer's 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 shall continue for three 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.

SPECIAL CONDITIONS

PERFORMANCE BOND

No Bond Required.

CONTRACTOR'S INSURANCE

The Contractor will provide and maintain at Contractor's own expense, until Contract completion and during the time period following final 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) Worker's Compensation and Employer's Liability

Worker's Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employer's Liability coverage with limits of not less than \$100,000 each accident or illness.

2) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverages will include the following: All premises and operations, products/completed operations, independent Contractors, separation of insureds, defense and contractual liability (with no limitation endorsement) The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work

3) Automobile Liability Insurance (Primary and Umbrella)

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

4) Property

The Contractor will be responsible for loss or damage to City property including the specified vehicles or equipment at full replacement cost while in Contractor's care, custody and control

B. ADDITIONAL REQUIREMENTS

The Contractor will furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage 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 will submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage 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

SPECIAL CONDITIONS

to obtain certificates or other insurance evidence from Contractor will not be deemed to be a waiver by the City. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance will 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 will provide for 60 calendar days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced coverages will be borne by Contractor.

The Contractor agrees that insurers will waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor will in no way limit the Contractor's liabilities and responsibilities specified within the Contract Documents or by law.

The Contractor expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago will apply in excess of and not contribute with insurance provided by the Contractor under the Contract.

The required insurance will not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Contractor will require all subcontractors to provide the insurance required herein or Contractor may provide the coverages for subcontractors. All subcontractors will be subject to the same insurance requirements of Contractor unless otherwise specified herein.

If Contractor or subcontractor desire additional coverages, the Contractor and each subcontractor will be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SUBORDERS

Requests for vehicles or equipment in the form of sub-orders will be issued by the Department of Fleet Management and sent to the Contractor to be applied against the contract. Suborders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information and other pertinent instructions regarding delivery.

INVOICES

Invoices must be mailed to.

Department of Fleet Management
1685 N. Throop Street
Chicago, IL. 60622
Attn: Mr. Howard Henneman

SPECIAL CONDITIONS

All invoices must be dated "originals," and must reference the City contract number and specification number. Invoice quantities, item descriptions, units of measures and pricing must correspond to the unit quoted on the Proposal Page.

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

PAYMENT

The City will process payment within 60 calendar days after receipt and acceptance of the specified vehicles or equipment an invoice completed in accordance with the terms specified herein; any documents or title, warranty and certificate(s) and/or completed form(s) specified herein, and all supporting documentation necessary for the City to verify delivery and acceptance of the unit(s).

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

PRE-DELIVERY, SERVICING AND ADJUSTMENTS

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

DELIVERY

The Contractor will deliver the specified vehicles or equipment, complete with all attachments and ready for use. Delivery will be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding any legal holidays. Unit(s) to be delivered F.O.B. City of Chicago, IL at the following address:

Mr David Sutton
Department of Fleet Management
1685 N Throop St.
Chicago, IL 60622

Call (312) 744-7509 to arrange for delivery

Delivery of the specified units will be completed within 180 days following the date of suborder release.

The above noted "contact person" must be notified at least 48 hours prior to delivery of any unit.

INSPECTION UPON DELIVERY

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

SPECIAL CONDITIONS

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

- (i) Refuse acceptance of the any/all units.
- (ii) Arrange with the Contractor to make corrections.
- (iii) Require the Contractor to remove any/all units from the City's premises at its own cost to make the necessary corrections.

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

QUANTITIES

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

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

BASIS OF AWARD

The Chief Procurement Officer reserves the right to award a contract to the responsive and responsible bidder meeting City specifications based on the lowest Total Price. Bidders must quote on all items on the Proposal Pages. Bids submitted to the contrary will be considered incomplete and will be rejected.

Where an item is specified as "if available", and the item is not available, the bidder must note item is not available on the Proposal Page. Exceptions taken to any of these items will cause that item to be considered not available. Line item(s) not available from one bidder will be removed from consideration when evaluating the bids of all bidders.

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of transportation, training, fluids, warranties, etc., required by the specification

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

CONTRACT PERIOD

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

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

SPECIAL CONDITIONS

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Acceptance Page herein. The expiration date will be the last day of the 24th full calendar month after the established start date.

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 unilateral right to renew this Contract following the expiration of the base contract term for up to 2 additional periods of 1 year each, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the equipment provided for in this Contract.

No less than 60 days before the expiration of the then current contract term, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the contract period for a period of no more than 90 days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of supply while procuring a replacement contract.

LOCAL BUSINESS PREFERENCE

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

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

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

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

PRICE ADJUSTMENTS

Quoted prices will remain fixed throughout the first year of the contract term. Thereafter, annual adjustment of contract pricing will be made by the Chief Procurement Officer (CPO) pursuant to receipt of a written request from the Contractor, although the CPO reserves the right to initiate such adjustments without the Contractor's request, if deemed to be in the City's best interests. Contract pricing adjustments will be calculated as outlined below.

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Annual requests for price adjustments will reference the Producer Price Index ("PPI") for Hoists, Cranes and Stacking Machines, Series ID WPU114404, 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 11, Machinery and Equipment, and Item 114404, Hoists, Cranes and Stacking Machines, and "get data".)

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

All price adjustment calculations will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the contract. The effective date of an adjustment shall be the twentieth (20th) day of the month in which the adjustment is requested.

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

ILLUSTRATION: If the contract award date is 6/5/00, the contract pricing will be subject to adjustment after 6/5/01. An adjustment to the contract pricing is requested by the Contractor on 6/10/01. The index values (available on 6/18/01) for 3/01, 4/01 and 5/01 will be averaged (added, then divided by three). That averaged value will be divided by the index value for 6/00. 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 7/20/01.

This process may be duplicated on each anniversary of the contract. (E.g. After 6/5/02, the contract price(s) then in effect will be subject to adjustment based upon the percentage difference when comparing the average index value for the three months from 3/02, 4/02 and 5/02 and the index value for 6/01. The data used will be the latest data available on 6/18/02. The re-adjusted prices will become effective as of 7/20/02.)

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 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.

AUTHORIZED DEALER/DISTRIBUTOR

The Contractor must be the manufacturer or an authorized dealer/distributor of the proposed vehicles or equipment, provide documentation of same with its bid or upon request of the Chief Procurement Officer, and be capable of

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providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O E M) Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. Proof of ability to transfer product warranties to the City of Chicago must be submitted with bid documents, if applicable

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

TRAINING/TECHNICAL ASSISTANCE

The Contractor will 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 will train City personnel in the proper, safe operation of the unit and any auxiliary items for a minimum period of 8 hours This training will be conducted by knowledgeable, experienced personnel, at the facility of the using department.

In addition, the Contractor will train City trades' persons in the most efficient methods of troubleshooting, maintaining and repairing the unit and any auxiliary items for a minimum period of 8 hours

STANDARD PRODUCT

Experimental vehicles or equipment will not be acceptable Any proposed vehicles or equipment 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 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 2 or more standard production units may not be accepted. The manufacturer must furnish evidence upon request that the model to be furnished has been commercially available through that manufacturer to the trade for a period of not less than approximately 1 year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

GENERAL CONSTRUCTION

The complete unit(s) 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 Each complete unit 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 advantage or best interest

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WARRANTY

Unless indicated otherwise in the Detailed Specifications, the specified unit and all mounted / furnished equipment must be warranted against defective design, material or workmanship to the full extent of the respective Original Equipment Manufacturer's standard published warranty.

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, are defined as defects of a similar nature which occur in more than 3, or 10% of the quantity (whichever is greater) of the units furnished under these specifications.

At a minimum, any repairs made by the Contractor during the respective warranty period must in turn be warranted as stated above for a period of 3 months from the date of their completion, or until the end of the original coverage period, whichever is later.

SEVERABILITY

If any provision of this Agreement 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 Agreement 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 Agreement 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 Agreement or any part of it.

QUALITY CONTROL

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

MANUALS, CERTIFICATES, APPLICATIONS, ETC.

Upon vehicle delivery, the Contractor will provide 1 complete set of manuals for each unit delivered. For purposes of these specifications, a set of manuals will be understood to include 1 "operators" manual, 1 "parts" manual, 1 "service" manual and 1 complete wiring schematic (if not included with the service manual). A flow diagram of the complete hydraulic system will also be included as a part of each set.

Technical Service Bulletins (T.S.B.'s) are to be forwarded directly to the Department of Fleet Management as they are issued.

A minimum of 48 hours prior to delivery, the Contractor will furnish The Department of Fleet Management with the following items for the unit being delivered; Certificate of Origin and line set sheet, applicable warranty certificate(s), completed Illinois Department of Revenue Form #ST556 and; completed Application for Vehicle Title

NOTE: The above listed documents must indicate the "City of Chicago" as the owner of the vehicle. The assigned Specification. B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 16 of 99

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unit number 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

EQUIPMENT, COMPONENT AND DIMENSIONAL DATA

Under this agreement, the Contractor is required to assemble and furnish to the Using Department, a detailed list of information (approximately 150 data items) related to the specified unit(s). The component parts and mounted equipment, no later than fifteen (15) days prior to scheduled delivery. 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.

MODIFICATIONS AND AMENDMENTS

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

DESIGN AND CONSTRUCTION PRACTICES

The complete vehicle and any/all assemblies, subassemblies, component parts, etc., will 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 will conform to the standards established by Military Specifications, the Society of Automotive Engineers or the Federal Motor Safety Standards. Assemblies, sub-assemblies, component parts, etc., must be standard and interchangeable throughout the entire quantity of units purchased under this document. Assemblies, sub-assemblies, component parts, etc., that are obsolete or approaching obsolescence due to material, design changes or improvements will not be acceptable, and will be subject to replacement with current assemblies, sub-assemblies, component parts, etc.

The vehicles or equipment 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 vehicles or equipment must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application

The vehicles or equipment 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.

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CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Each bidder/proposer should fully complete, sign, notarize and submit as part of their proposal the following documents incorporated herein

Non-Target Market Bids:

1. Schedule B. Affidavit of Joint Venture (MBE/WBE) (if applicable)
2. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
3. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan
4. Disclosure Affidavit
5. Disclosure of Retained Parties
6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship)
7. City of Chicago Insurance Certificate of Coverage

Target Market Bids:

1. Schedule B-2: Affidavit of MBE/WBE Target Market Joint Venture (if applicable)
2. Schedule C-2: Letter of Intent from Subcontractor, Supplier and/or Consultant to Perform (if applicable)
3. Schedule D-2: Affidavit of Target Market Subcontractors
4. Disclosure Affidavit
5. Disclosure of Retained Parties
6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
7. City of Chicago Insurance Certificate of Coverage

Note: EACH BIDDER/PROPOSER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE. FAILURE TO DO SO MAY RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE

DISCLOSURE OF OWNERSHIP

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the attached Disclosure Affidavit. Complete disclosure information must be provided in subsections Part I(A) through (E) as applicable

DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

The apparent low bidder will be required to execute and notarize the Disclosure of Retained Parties required by Executive Order 97-1 no later than 7 calendar days after notification by the City of Chicago unless a longer time is granted by the Chief Procurement Officer. A copy of the disclosure required by Executive Order 97-1 is attached to this Specification. Refusal to execute and notarize such disclosure will result in the Chief Procurement Officer declaring the bidder non-responsible and the City retaining the bid deposit (if applicable). 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.

BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS - EXECUTIVE ORDER 98-1

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

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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 will 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.

CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner will complete the appropriate subsection Part III Certification Regarding Taxes, Fees and Litigation, and acknowledge all other representations in Part II Certification Regarding Prohibited Conduct of the attached Disclosure Affidavit (the Affidavit) 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

LIVING WAGE ORDINANCE

Section 2-92-610 of the Municipal Code of Chicago requires Eligible Contractors and their subcontractors to pay a living wage (currently \$7.60 per hour minimum base wage) to covered employees employed in the performance of this contract. You are an Eligible Contractor if at any time during the performance of the Contract you have 25 or more full-time employees. If you are, or become eligible, you and your subcontractors must pay at least the base wage to covered employees. Covered employees are: Security guards (but only if you and your subcontractors employ in the aggregate 25 or more of them), and, in any number, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers. Section 2-92-610 does not apply to not-for-profit corporations with Federal 501(c)(3) tax exempt status. Also, if the work being done under the Contract is subject to payment of prevailing wages, and the prevailing wages are higher than the base wage, then prevailing wage rates apply and must be paid.

GOVERNMENTAL ETHICS ORDINANCE

Contractor will 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

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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.

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

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

SECTION 2-92-380 OF THE CHICAGO MUNICIPAL CODE

- A. 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 complaints" 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.

- B. 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:
- (1) 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
 - (2) The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - (3) The contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

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 the City of Chicago, if the primary Contractor Specification B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 20 of 99

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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 bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an "8 percent" 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.

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 it 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 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 Contractor's Affidavit), then.

For those bidders in competitive bid contracts, the City will assess an "8 percent" 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 "10 percent" or more percentage of interest in the bidder, where the bidder is an individual or sole proprietorship, a substantial owner means that individual or sole proprietor

"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 "20 percent" interest in Contractor, and an individual or entity has a "50 percent" or more percentage of interest in Corporation B, then such individual or entity indirectly has a "10 percent" 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

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CONTRACT DOCUMENTS

Failure of the Contractor to familiarize itself with all requirements of the Contract Documents will not relieve it from complying with all of the provisions thereof.

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.

INDEMNIFICATION

(a) On written notice from the City of Losses the City believes are Losses Arising under this contract as defined in this section, Contractor must defend, indemnify and hold completely harmless City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Contract, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed

(b) For purposes of this section:

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents and employees.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines and demands, including all reasonable costs for investigation, reasonable attorney's fees, court costs and experts' fees.

"Arising under this Contract" means (i) arising out of awarding this Contract, (ii) arising out of the enforcement of this Contract, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Contract (including the acts or omission of Contractor, its officers, agents, employees, Contractors, Subcontractors, licensees of invitees), any breach by any of them of any warranty made under this Contract or any failure by any of them to meet any applicable standard of performance under this Contract; or (iv) any combination of any of the foregoing

- (c) To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers' Compensation Act or any other law or judicial decision (specifically *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 Workers' Compensation Act or under the Illinois Pension Code.
- (d) The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligation under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Contract or by its bonds pursuant to other provisions in this Contract. Further, the indemnities contained in this provision survive the expiration or termination of this Contract

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EARLY TERMINATION

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

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 10 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 provision 14 Disputes, in the General Conditions.

If the City's election to terminate this contract for default pursuant to provision 13. Default, 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 Early Termination provision.

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.

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

1 Policy and Terms

- A 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 shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all contracts to certified MBEs and 5% of the annual dollar value of all contracts to certified WBEs.

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

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

- C. 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 shall 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 shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.
- D. 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 shall 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.

**Special Conditions regarding Minority Business Enterprise Commitment
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- E. 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
2. Definitions
- A. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **"Area of Specialty"** means the description of a MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of its Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.
- NOTICE:** The City does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.
- E. **"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.
- F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago
3. Counting MBE/WBE Participation Toward the Contract Goals
- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.

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

Requested information may include, without limitation: (1) specific information concerning brokers' 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.

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

4 Regulations Governing Reductions To or Waiver of MBE/WBE Goals

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

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

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

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and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer, or readvertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. 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.

1. 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:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms,
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited,
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, transmittal of facsimile documents, etc.)
 - c. 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;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions

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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

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

B Assist Agency Participation

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

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

- (1) If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard

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- (2) The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable

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

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

5. 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:

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

A Schedule C-1 executed by the MBE/WBE (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid. If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. 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

C. 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

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

D. Required Schedules Regarding DBE/MBE/WBE Utilization.

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section IV herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section V.A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

6 Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, a "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall 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 contractor's final invoice. (**NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."**) Final payments may be held until the Utilization Reports have been received.
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

7. MBE/WBE Substitutions

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

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

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.

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

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

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9 Arbitration

- A 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.
- B An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) 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.
- C 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.
- D The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) 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) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

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 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.

11 Information Sources

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

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

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

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

Project information and general MBE/WBE information.

City of Chicago
Department of Procurement
Contract Monitoring and Compliance
City Hall - Room 403
Chicago, Illinois 60602
Attention: Carnice Carey
(312) 744-1895

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises

City of Chicago
Department of Procurement
Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lillie Cooper
(312) 744-1896

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

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

**Chicago Minority Business
Development Council**
11 South LaSalle - Suite 850
Chicago, Illinois 60603
Attention: Maye Foster-Thompson
(312) 263-0105

ATTACHMENT A
ASSIST AGENCIES: NON-CONSTRUCTION

**Latin American
Chamber of Commerce**
3512 W Fullerton Avenue
Chicago, Illinois 60647
Attn D Lorenzo Padron
(773) 252-5211
(773) 252-7065*

Women In Business Yellow Pages
819 S Wabash, Suite 606
Chicago, Illinois 60605
Attn: Ida Bialik
(847) 679-7800
(847) 679-7845*

**Asian American
Small Business Association**
5023 N Broadway
Chicago, Illinois 60640
Attn: Charles Soo
(773) 728-1030

**National Association of Women
Business Owners-Chicago Chapt**
175 W Jackson, Suite 625
Chicago, Illinois 60604
Attn Sandra Gidley
(312) 322-0990
(312) 461-0238*

**Illinois Dept of Commerce
and Community Affairs**
100 W Randolph - Suite 3-400
Chicago, Illinois 60601
Attn Mollie Cole
(312) 814-7176
(312) 814-6732*

**International Trade Bureau
Operation Push**
930 E. 50th Street
Chicago, Illinois 60615
(773) 373-3366
(773) 373-3571*

**Chicago Minority Business
Development Council**
11 S LaSalle Street - Suite 580
Chicago, Illinois 60603-1202
Attn Maye Foster Thompson
(312) 263-0105
(312) 263-0280*

Triton College
Small Bus Development Center
2000 Fifth Avenue
River Grove, Illinois 60171
Attn: Jeffrey Barnes
(708) 456-0300 - Ext. 3593
(708) 583-3118*

Cosmopolitan Chamber of Commerce
1326 S. Michigan - Suite 100
Chicago, Illinois 60605-2602
Attn: Consuelo Pope/
Lylah Booker-Hill
(312) 786-0212
(312) 786-9079*

**Westside Small Business
Development Corporation**
112 N. Pulaski Road
Chicago, Illinois 60624
Attn Betty Boston
(773) 638-1990
(773) 638-4851*

**Little Village 26th Street
Area Chamber of Commerce**
3610 West 26th Street
Chicago, Illinois 60623
Attn Frank Aguilar, Exec Dir.
(773) 521-5387
(773) 521-5252*

Chicago Urban League
4510 S Michigan
Chicago, Illinois 60653
Attn Lee V. Smith
(312) 285-5800 X383
(312) 285-7772*

**Mexican American
Chamber of Commerce of Illinois**
122 S Michigan Ave., Suite 1705
Chicago, Illinois 60603
Attn Juan Ochoa
(312) 554-0844
(312) 554-0848*

State of Illinois
Dept of Central Management Service
Business Enterprises Division
100 W. Randolph St., Suite 4-400
Chicago, Illinois 60601
Attn Irene Cualoping
(312) 814-4190
(312) 814-6664*

* Fax Number

ATTACHMENT A

ASSIST AGENCIES: CONSTRUCTION

**Hispanic-American Construction
Industry Associations (HACIA)
901 West Jackson-Suite 205
Chicago, IL 60607
Attn Rafael Hernandez
(312) 666-5910
(312) 666-5692***

**Asian American Alliance
222 W. Cermak Road, Ste. 302
Chicago, Illinois 60616-1986
Attn: Christine I. Takada
Executive Director
(312) 326-2200
(312) 326-0399***

**Mexican American
Chamber of Commerce of Illinois
122 S. Michigan Ave., Suite 1705
Chicago, Illinois 60603
Attn. Juan Ochoa
(312) 554-0844
(312) 554-0848***

**Latin American Chamber of
Commerce
3512 West Fullerton Avenue
Chicago, Illinois 60647
Attn: Hans Bonner
(773) 252-5211
(773) 252-7065***

**Federation of Women Contractors
175 West Jackson, Ste 625
Chicago, Illinois 60604
Attn. Debra Smith, Administration
(312) 360-1122
(312) 360-0239***

**Revised 4-23-01
* Fax Number**

**African American
Contractors Association
1006 S. Michigan Ave., Suite 601
Chicago, Illinois 60605
Attn Omar Shareef, President
(312) 760-1011 pgr
(312) 567-9919***

**Black Contractors United
2860 E 76th Street, Suite 2B
Chicago, Illinois 60649
Attn. Paul King, Executive Director
(773) 933-7950
(773) 933-7957***

**Association of Asian
Construction Enterprises
333 North Ogden Avenue
Chicago, Illinois 60607
Attn: Mr. Perry Nakachi, President
(312) 563-0746
(312) 666-1785***

ATTACHMENT B

(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re. Specification _____
Description: _____

(Assist Agency Name and Address)

Dear _____.

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

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

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

Name of Company Representative _____ at _____
Address/phone _____

within (10) ten working 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 fifteen (15) working days of your receipt of this letter to.

Troy Ratliff, 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,

SCHEDULE 7: Affidavit of Joint Venture (MBE/WBE)

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

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

- I Name of joint venture. _____
Address of joint venture: _____

Phone number of joint venture _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm _____
Address. _____
Phone _____
Contact person for matters concerning MBE/WBE compliance: _____
- III Identify each MBE/WBE venturer(s)
Name of Firm: _____
Address _____
Phone _____
Contact person for matters concerning MBE/WBE compliance. _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture _____

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

Schedule B: Affidavit of Joint Venture (MBE/WBE)

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

- 1 Profit and loss sharing _____
2. Capital contributions:
 - a. Dollar amounts of initial contribution: _____

 - b. Dollar amounts of anticipated on-going contributions _____

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

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

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture.

VII

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

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture.

Schedule 8: Affidavit of Joint Venture (MBE/WBE)

C Signing, co-signing and/or collateralizing loans

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds

F Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture

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

B Identify the "managing partner," if any, and describe the means and measure of their compensation

Schedule B: Affidavit of Joint Venture ,MBE/WBE

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

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

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

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

- A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____

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

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

Schedule B: Affidavit of Joint Venture (MBE/WBE)

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

Schedule B: Affidavit of Joint Venture (MBE/WBE)

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 venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor

Name of MBE/WBE 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

Signature of Notary Public

My Commission Expires _____

(SEAL)



TRUCK and EQUIPMENT CO., INC.



02

3

April 23, 2002

CITY OF CHICAGO
Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284

Attention: Mr Michael L Smith
Head Purchase Contractor Administrator

Re City of Chicago Specification No B1-07053-07
54' Working Height Personnel Buckets and Material Handlers

Dear Mr Smith,

Pursuant to our telephone conversation of Thursday, April 17, 2002, enclosed please find all Schedule C-1s, Schedule D-1s and letters of certification as required by the City of Chicago, Department of Procurement Services to satisfy the MBE/WBE participation goals associated with Mid-America Truck and Equipment Company, Inc's proposal dated April 1, 2002, as it pertains to "Cab/Chassis with Utility Bodies, Telescopic Articulated Booms, 54' Working Height Personnel Buckets and Material Handlers", reference City of Chicago Specification No B1-07503-07 and respective addendum No 1 dated March 15, 2002

In accordance with your verbal instructions, it must be clearly noted that the dollar amounts of participation reflected on the enclosed Schedule C-1s and Schedule D-1s are based upon the estimated quantity of six (6) units as indicated on the City of Chicago's Proposal Page, reference City of Chicago Specification No B1-07503-07, Page 69 of 99. Accordingly, the dollar amounts that have been indicated for each of the respective MBE/WBE subcontractors and suppliers are dependent upon the City of Chicago's requirements, and it shall be understood that the actual dollar amounts required to satisfy MBE/WBE goals for the purpose of this project will vary in direct correlation to the actual quantity of units awarded to Mid-America Truck and Equipment Company, Inc by the City of Chicago

CHICAGO SPECIFICATION No. B1-07053-07 (MBE/WBE)

APRIL 23, 2002

Mid-America Truck and Equipment Company, Inc genuinely appreciates this opportunity to be of service to the City of Chicago. If you require additional information or assistance in this matter, please feel free to contact me personally at (630) 834-7300, extension 203

Sincerely,

MID-AMERICA TRUCK & EQUIPMENT CO., INC.



Bruce Milash
Corporate Secretary
and Division Manager, Municipal Product Sales

SCHEDULE C-1**Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant**

54' Working Height
 Name of Project/Contract Personnel Buckets

Specification Number: B1-07053-07

From: Sutton Ford, Inc.

(Name of MBE/WBE Firm)

MBE: Yes XXXXX No
 WBE: Yes No XXXXX

To: Mid-America Truck and Equipment Company, Inc. and the City of Chicago.
 (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a

 Sole Proprietor
 Partnership

XXXXX Corporation
 Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 6-28-01 to 7-31-06 for a period of one year.

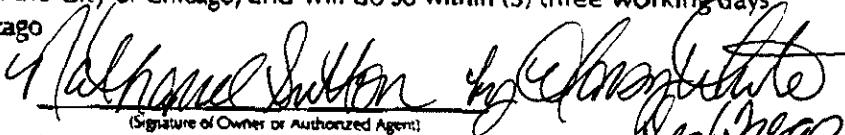
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract.

Automobiles, Trucks and Truck Parts

The above described performance is offered for the following price and described terms of payment:
\$ 128,211.00 Estimated Amount, Depends upon Requirements.

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

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


 (Signature of Owner or Authorized Agent)
Nathaniel Sutton, President
Name/Tittle (Print)
04/19/02
Date
(708) 720-8000
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Nathaniel Sutton, President
Sutton Ford, Inc.
21315 Central Avenue
Matteson, Illinois 60443

Re 1st ANNIVERSARY CERTIFICATION

Certification Effective.	June 28, 2001
Certification Expires.	July 31, 2006
Annual Affidavit Certificate Expires	July 31, 2002

Dear Mr. Sutton:

Congratulations on your continued eligibility for certification as an **MBE** by the City of Chicago. Re-validation of Sutton Ford, Inc.'s certification is required by July 31, 2002.

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Wholesale Dealer of Automobiles, Trucks and Truck Parts

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

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

Very truly yours,

Paul M. Cohen,
Deputy Procurement Officer

PMC/emc



SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

54' Working Height

Name of Project/Contract Personnel BucketsSpecification Number B1-07055-07

From: Rank Auto Body & Equipment, Inc.
(Name of MBE/WBE Firm)

MBE: Yes No XXXX
WBE Yes XXXX No

To: Mid-America Truck and Equipment Company, Inc. and the City of Chicago
(Name of Prime Contractor - Bidder/Proposal)

The undersigned intends to perform work in connection with the above projects as a

 Sole Proprietor XXXX Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 10-2-01 to 10-31-02 for a period of one year.

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

Truck and Automobile Accessories; Rust-Proofing

The above described performance is offered for the following price and described terms of payment:
\$ 5,960.00 Estimated Amount, General Labor Requirements.

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

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

Signature of Owner or Authorized Agent

Shirley Rank, President

Name / Title (Print)

07/22/02

Date

(773) 585-2000

Phone



City of Chicago
Richard M Daley, Mayor

Department of
Procurement Services

David E Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Shirley Rank, President
Rank Auto Body & Equipment, Inc.
5400 South Central Avenue
Chicago, IL 60638

Re **1st ANNIVERSARY CERTIFICATION**

Certification Effective	October 2, 2001
Certification Expires	April 30, 2007
Annual Affidavit Certificate Expires	October 31, 2002

Dear Ms Rank

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. Re-validation of **Rank Auto Body & Equipment, Inc.**'s certification is required by October 31, 2002.

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Truck and Automobile Accessories; Rust-Proofing and Body Repair

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

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

Very truly yours,

Paul M. Cohen
Deputy Procurement Officer

W
PMC/edj

NEIGHBORHOODS



SCHEDULE C-1
**Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant**

54' Working Height
Name of Project/Contract Personnel Buckets

Specification Number B1-07053-07

From. Progressive Industries, Inc. MBE Yes _____ No XXXX
(Name of MBE/WBE firm) WBE Yes XXXX No _____

To: Mid-America Truck and Equipment Company, Inc. and the City of Chicago
(Name of Prime Contractor - Bidders/Proposers)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor XXXX Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of one year

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

Parts and Supplies

The above described performance is offered for the following price and described terms of payment
\$ 9,180.00 Estimated Amount, Depends upon Requirements.

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

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

the City of Chicago, and will do so within (3) three working days	
 (Signature of Owner or Authorized Agent)	
<u>Valerie O'Donnell, President</u>	
Name / Title (Print) <u>04/22/02</u>	
Date <u>(773) 763-9566</u>	
Phone	

Specification 81-07053-07, CAB/CHASSIS TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 43 of 99



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer
City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Valerie O'Donnell, President
Progressive Industries, Inc.
6655 North Avondale
Chicago, Illinois 60631

Re **1st ANNIVERSARY CERTIFICATION**

Certification Effective:	July 9, 2001
Certification Expires	July 31, 2006
Annual Affidavit Certificate Expires	July 31, 2002

Dear Ms. O'Donnell

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. Re-validation of **Progressive Industries, Inc.**'s certification is required by July 31, 2002.

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Distributor of Medical, Hospital, Laboratory, Chemical, Safety, Industrial, Janitorial Equipment and Supplies, Stainless Steel Fabrication Products, Small Trucks and Parts and Supplies, Promotional and Wearable Items, Furniture and Fixtures, Pharmaceuticals

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

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

Very truly yours,

Paul M. Cohen,
Deputy Procurement Officer

PMC/emc



SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract 54' Working Height Personnel Buckets

Specification Number B1-07053-07

From: Knight's Body Shop
(Name of MBE/WBE firm)

MBE: Yes XXXXXX No XXXXXX
WBE: Yes XXXXXX No

To. Mid-America Truck and Equipment Company, Inc. and the City of Chicago
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a.

XXXXXX Sole Proprietor
 Partnership

 Corporation
 Joint Venture

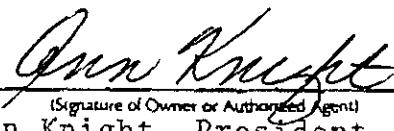
The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of one year

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Truck Painting, Parts and Minor Body Work.

The above described performance is offered for the following price and described terms of payment:
\$ 18,000.00 Estimated Amount, Depends Upon Requirements.

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

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


(Signature of Owner or Authorized Agent)
Ann Knight, President
Name /Title (Print)
04/19/02
Date
(708) 447-2037
Phone



City of Chicago
Richard M. Daley, Mayor

Department of Purchases,
Contracts and Supplies

David L. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Ann Knight, President
Knights Body Shop
8604 Plainfield Road
Lyons, Illinois 60534

Re **1st ANNIVERSARY CERTIFICATION**

Certification Effective	January 11, 2002
Certification Expires	July 31, 2007
Annual Affidavit Certificate Expires	January 31, 2003

Dear Ms. Knight

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. Re-validation of **Knights Body Shop's** certification is required by **January 31, 2003.**

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Truck Painting, Parts and Minor Body Work

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

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

Very truly yours,

Paul M. Cohen
Paul M. Cohen
Deputy Procurement Officer
PMC/emc

NEIGHBORHOODS



SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

54' Working Height
Contract Name Personnel Buckets
Specification No B1-07053-07

State of Illinois

County (City) of Cook

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

Mid-America Truck and Equipment Company, Inc.

Name of Bidder/Proposer

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

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification 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: Rank Auto Body & Equipment, Inc. (WBE)
Address 5400 South Central Ave., Chicago, IL 60638
Contact Person: Shirley Rank Phone (773) 585-2000
Dollar Amount Participation \$ 6,960.00 (Estimated, Depends Upon Requirements)
Percent Amount of Participation 0.9 %
Schedule C-1 attached? Yes XXX No _____ *

*(see next page)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

2 Name of MBE/WBE: Progressive Industries, Inc. (WBE)
Address 6655 North Avondale Chicago, Illinois 60631
Contact Person. Valerie O'Donnell Phone (773) 763-9566
Dollar Amount Participation \$ 9,180.00 (Estimated, Depends Upon Requirements)
Percent Amount of Participation 1.2 %
Schedule C-1 attached? Yes XXX 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 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 three (3) business days after bid opening (or proposal due date.)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

II Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor 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.

II	Name of MBE/WBE	<u>Sutton Ford, Inc. (MBE)</u>	
	Address	<u>21315 Central Avenue, Matteson, Illinois 60443</u>	
	Contact Person:	<u>Nathaniel Sutton</u>	Phone: <u>708-720-8000</u>
	Dollar Amount Participation \$	<u>128,211.00 (Estimated, Depends upon Requirements</u>	
	Percent Amount of Participation:	<u>16.9</u>	%
	Schedule C-1 attached?	<u>Yes XXX</u>	No _____*
II	Name of MBE/WBE	<u>Knight's Body Shop</u>	
	Address	<u>8604 Plainfield Road, Lyons, Illinois 60534</u>	
	Contact Person:	<u>Ann Knight</u>	Phone <u>708-447-2037</u>
	Dollar Amount Participation \$	<u>18,000.00 (Estimated, Depends upon Requirements</u>	
	Percent Amount of Participation:	<u>2.4</u>	%
	Schedule C-1 attached?	<u>Yes XXX</u>	No _____*
II	Name of MBE/WBE:		
	Address		
	Contact Person:	Phone	
	Dollar Amount Participation \$		
	Percent Amount of Participation:		
	Schedule C-1 attached?	<u>Yes</u>	No _____*
II	Name of MBE/WBE		
	Address:		
	Contact Person.	Phone	
	Dollar Amount Participation \$		
	Percent Amount of Participation.		
	Schedule C-1 attached?	<u>Yes</u>	No _____*
II	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 three (3) business days after bid opening (or proposal due date).

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

II Summary of MBE/WBE Proposal:

II MBE Proposal

II MBE Direct Participation (from Section I.)

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

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount of	Percent Amount of
Sutton Ford, Inc.	\$ 128,211.00*	16.9 %
_____	\$ _____	% _____
_____	\$ _____	% _____
_____	\$ _____	% _____
Total Indirect MBE Participation	\$ 128,211.00*	16.9 %

B WBE Proposal

1 WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount of	Percent Amount of
Rank Auto Body & Eqpt., Inc.	\$ 6,960.00*	0.9 %
Progressive Industries, Inc.	\$ 9,180.00*	1.2 %
_____	\$ _____	% _____
_____	\$ _____	% _____
Total Direct WBE Participation	\$ _____	% _____

2 WBE Indirect Participation (from Section II)

WBE Firm Name	Dollar Amount of	Percent Amount of
Knight's Body Shop	\$ 18,000.00*	2.4 %
_____	\$ _____	% _____
_____	\$ _____	% _____
_____	\$ _____	% _____
Total Indirect WBE Participation	\$ 18,000.00*	2.4 %

*Estimated Total, Depends upon Requirements.

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

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 Glen Prezembel

Phone Number (630) 834-7300, ext. 207

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.

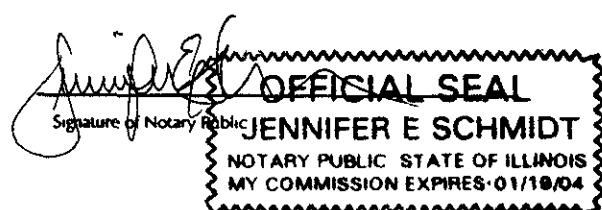
Glen Prezembel, vice pres
Signature of Affiant (Date) 04/22/02

State of Illinois

County of Cook

This instrument was acknowledged before me on 04/22/02 (date)
by Glen Prezembel (name /s of person/s)
as Vice President & General Manager (type of authority, e.g., officer, trustee, etc.)
of Mid-America Truck & Equipment Co., Inc. (name of party on behalf of whom
instrument was executed)

(Seal)



DTS/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: _____

Specification No. _____

Phone No. _____

Contract No. _____

Date of Award _____

Utilization Report No. _____

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

Amount Billed to City: \$

Amount Paid to Prime Contractor: \$

DBE/WBE Utilization Report

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

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and
Specification B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 50 of 99

D7V MBE/WBE Utilization Report

correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor _____

(Print or Type)

Signature: _____

(Signature of affiant)

Name of Affiant: _____

(Print or Type)

Date: _____

(Print or Type)

State of _____

County (City) 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 was executed)

Signature of Notary Public

(Seal)

'DETAILED SPECIFICATION'

ACCEPTE

1.00 INTENT

1.01 It is the intent of these specifications to describe a 4 x 2 diesel powered cab/chassis, having a G V.W.R of 35,000 lbs., complete with a telescopic articulated boom, 54' working height personnel bucket, material handler and utility body.

2.00 LITERATURE / DATA

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

- 2.01 Detailed 3-view drawing of the proposed cab/chassis, listing dimensions including BBC, WB, CA, OAH, etc ,
- 2.02 Manufacturer's published literature for all major chassis components, i.e., engine, transmission and brakes,
- 2.03 Verifiable engine power curve, fuel consumption curve and engine/transmission compatibility information (or scan),
- 2.04 Manufacturer's published literature for the proposed aerial boom, personnel bucket and material handler,
- 2.05 Detailed multiple-view drawings of the proposed utility body.
- 2.06 Detailed descriptions (or manufacturer's literature) of all hydraulic system components.

3.00 OVERALL DESIGN

3.01 Chassis G V W.R. must be a minimum of 35,000 lbs , exclusive of tire ratings

3.02 Cab to axle (CA) dimension must be approximately 84" as measured from the rear wall of the cab.

NOTE The Contractor must provide the shortest cab to axle dimension necessary to properly mount and distribute the weight of the payload, the body and other equipment

- 3.03 BBC dimension (effective) must be 100" minimum
- 3.04 After frame (AF) dimension must be approximately 63".
- 3.05 Starting gradeability must not be less than 25% in first gear.
- 3.06 Calculated maximum speed of vehicle on level pavement must be 60 m p.h. to 62 m.p.h. at governed engine speed
- 3.07 The overall height of the completed unit, including cab, body and all attachments, must be no more than 11' 6".

DETAILED SPECIFICATIONS

ACCEPTED

4.00 FRAME

- 4.01 Full depth, single channel frame rails are preferred. However, reinforcement and extension of the frame is acceptable if necessary to attain specified length and R.B.M. Such reinforcement must be full length "C" or "L" channel type, produced from steel of identical yield strength rating.
- 4.02 Channels must be produced from 110,000 p.s.i. yield strength steel. R B M (Resisting Bending Moment) must be not less than 1,740,000 lbs-in
- 4.03 Extra heavy duty steel tow hooks (Cleveland Hardware and Forging Company Model 2801-A) must be mounted to the chassis frame rails (front and rear) in accessible locations
- 4.04 The unit must be equipped with the heaviest gauge formed steel bumper available from the chassis manufacturer as a regular production option.

5.00 ENGINE

- 5.01 The chassis must be powered by an electronically controlled, water cooled diesel engine; in-line 6-cylinder, turbo charged
- 5.02 S.A.E gross horsepower rating must be 210 h.p. minimum, gross torque must be 605 lb-ft minimum
- 5.03 Engine, in combination with the transmission and rear axle must provide the performance specified in "Overall Design", Section #3.00.
- 5.04 Engine must be equipped with a suitable governor
- 5.05 Engine must be equipped with O.E.M.'s largest capacity full-flow oil filter(s), spin-on type. Engine must also be equipped with a heavy-duty engine oil cooler.
- 5.06 Engine must be equipped with O.E.M.'s largest capacity single-stage dry type air filter
- 5.07 Unless the engine is equipped with glow plugs or other pre-heating devices, an ether starting aid must be wired through the ignition switch (K.B.I "Dieselmatic", key activated). If applicable, one ether canister must also be provided
- 5.08 The engine must be protected by an integral electronic "shut-down" device, with automatic override. The device must be activated by low coolant level, high coolant temperature or low oil pressure.
- 5.09 Engine must be equipped with a 110 Volt (approximately 1200 Watt) electric block heater. Make, model, mounting method and plug configuration must be approved by the Department of Fleet Management, Automotive Engineering Section prior to assembly.

6.00 COOLING SYSTEM

- 6.01 Radiator must be largest frontal area and depth available from the chassis manufacturer as a regular production option for the chassis model proposed.

DETAILED SPECIFICATIONS

ACQ

- 6 02 Radiator fan must be a thermostatically controlled, declutching type
- 6.03 All coolant and heater hoses must be premium grade reinforced rubber, not silicone. Hose clamps must be "constant torque" type
- 6 04 System must be equipped with a by-pass thermostat; temperature rating must be chosen for all-season service
- 6 05 Cooling system capacity/efficiency must maintain recommended engine operating temperatures during extended idling periods in an ambient temperature of 100°F.
- 6 06 Coolant must comply with ASTM #D-4985 standard for low silicate ethylene glycol base engine coolant for heavy duty diesel engines
- 6.07 Coolant mixture must withstand freezing in an ambient temperature of -34°F. Mixture must be 50% coolant, 50% water.
- 6.08 Radiator must be protected by a removable OEM bug/gravel screen.

7.00 EXHAUST SYSTEM

- 7 01 The engine exhaust system must conform to applicable noise emissions control ordinances in effect in the City of Chicago
- 7 02 The vehicle must be equipped with a horizontal muffler and exhaust system. Piping and clamps must not interfere with the drive line, p.t.o or other chassis or body components. A 90° elbow must be installed to divert exhaust towards the street side.

NOTE: Any modifications to standard exhaust system must be approved by the Department of Fleet Management, Automotive Engineering Section prior to construction.

8.00 FUEL SYSTEM

- 8 01 Fuel tank must be I.C.C. or laboratory approved, minimum 45 gallon capacity; right hand step type. The tank must be mounted below the right door. All lines and fittings must not interfere with personnel entering and exiting the cab.
- 8.02 Engine must be equipped with a replaceable fuel filter. Filter must be accessible and easily serviced.
- 8 03 Fuel-water separator must be spin-on type (Racor), with see-thru bowl. Unit must be accessible and easily serviced

9.00 ELECTRICAL SYSTEM

- 9 01 Vehicle starting/lighting systems must be 12-volt

DETAILED SPECIFICATIONS

APPROVED

- 9.02 Three 12-volt maintenance free batteries must be installed to power all electrical systems, each battery must be rated at 625 CCA and 95 ampere hours
- 9.03 An additional 625 CCA battery must be installed (location TBD) solely to provide power to the aerial tower's emergency operating system. This battery must be charged by the vehicle's alternator, and provided with a suitable separator. Separator must be installed in a suitably protected location or enclosure
- 9.04 Alternator must be a minimum of 130 ampere capacity
- 9.05 Heavy duty 12-volt starting motor must be installed; thermal overload protected, Delco 42MT, Type 450
NOTE: Starter cables must be run in continuous lengths from the batteries to the starter
- 9.06 Each circuit must be protected by an automatic reset type circuit breaker. All breakers must be installed in a panel, with each circuit identified by name. All wiring must be contained in a loom.
- 9.07 Wiring installed in the undercarriage must be supported by insulated fasteners, spaced 18" apart. All undercarriage wiring must be in continuous lengths with sufficient slack at termination points, no "butt" splices.
- 9.08 All wiring entrance holes to the cab must be protected with suitable grommets or bushings, and sealed with silicone caulk.
- 9.09 An OEM "tractor package type" junction block, with a minimum of 8 terminal posts, must be installed in a suitable location inside the cab. All wiring to the body must be run from these terminals, connections must not be made directly to the fuse panel or cab wiring
- 9.10 A "Wired Rite" master breaker/switch must be mounted behind the driver's seat of the vehicle. The breaker/switch must interrupt the hot feed wire (to the breaker panel) to reduce the threat of fire due to shorts, etc.; amperage rating must be matched to gauge of feed wire.
- 9.11 All auxiliary electrical items (i.e. non-OEM lighting) must be controlled by **"Wired Rite" magnetic circuit breaker type switches, rated in accordance with the respective function**. All switches must be installed in a single "Wired Rite" LED panel, backlit to illuminate each switch. Panel backlighting must be activated when the vehicle's headlights are turned on. The panel must be mounted in a dash opening (if available) or attached to the dash.
NOTE: The exact mounting method and location of any necessary switch panels are subject to approval by the Department of Fleet Management, Automotive Engineering Section prior to final construction.
- 9.12 All necessary aerial and Wired-Rite components must be mounted under the seat and must be protected on all sides by protective guards.
- 9.13 Auxiliary electrical items must be wired to become "live" only when the ignition switch is in the "on" position.
- 9.14 The unit must be equipped with a 2,300 Watt, 120V AC inverter. Two deep-cycle batteries, in marine enclosures, must be provided for energy storage in a separate compartment from the inverter. The unit must be designed to produce alternating current at a frequency of $60\text{ Hz} \pm 0.1\%$ regardless of engine speed, and

DETAILED SPECIFICATION

must have voltage control of $\pm 5\%$ no-load to full-load. An automatic throttle control must also be installed to increase engine speed above the required minimum when the inverter is on. Load demand sensing feature must be provided to sense electrical loads, and start/stop the inverter and activate the automatic throttle control. Inverter must be located front curb (right) side compartment. Installation and wiring methods must conform to the inverter manufacturer's requirements, and must be approved by the Department of Fleet Management, Automotive Engineering Section prior to final installation.

RAC

10.00 LIGHTING

- 10.01 The unit must be equipped with two sealed beam headlights; manufacturer's standard.
- 10.02 Dual faced turn signal lights must be incorporated into left and right cab fender housings.
- 10.03 Cab identification and marker lights must be flush mounted or low profile type.
- 10.04 Signal-Stat #900 turn signal and safety flasher controls (or controls with equal/superior amperage capacity) must be mounted to the steering column.
- 10.05 A 7-conductor trailer cable must be run from the terminals of the "trailer package type" junction block to a watertight electrical junction box (Truck-Lite #50400/50401). The cable must enter this box through a 3-part compression fitting. The box must be located at the left-rear of the body.

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

- 10.06 The watertight junction box must contain a Truck-Lite #50820 8-terminal block. Terminal use must be as follows: #1 and #8 future use, #2 tail lights, #3 stop and right turn signal lights, #4 future use; #5 stop and left turn signal lights, #6 body clearance and identification lights; #7 back-up lights and alarm.
- 10.07 The wiring to each set of lights and the back-up alarm must be run directly from the junction box, using Truck-Lite "50 Series" continuous length sealed harnesses and compression fittings. Wiring harnesses must be protected from chafing and vibration; must match OEM color coding.
- 10.08 A six prong female electrical trailer socket ("Berg") must be provided by the pintle hook. All wiring must be run directly from the junction box, using Truck-Lite "50 Series" continuous length sealed harnesses and compression fittings.
- 10.09 Two sealed LED stop/tail/turn lamps (Truck-Lite "Super 44" with Diamond Shell protective hard coating) and 1 sealed reverse lamp must be installed on each side at the rear of the body. Each light must be wired separately to the junction box.
- 10.10 A Grote "loud-mouth" intermittent audible back-up alarm must be installed. This alarm must be integrally wired to the vehicle's reverse lights.
- 10.11 Dual adjustable 6" clear halogen spot lights must be mounted to the cab windshield pillars, 1 right, 1 left.
- 10.12 An adjustable flood light (Betts Model 8315) with weatherproof switch must be installed at the rear of the

DETAILED SPECIFICATIONS

body.

- 10.13 The vehicle must be equipped with 1 amber twin rotating beacon light; Federal Signal "Turbo Beam" model #415611-02SB. Beacon must be installed on a stainless steel gutter-mount roof bar (North American #AB-2). Mounting methods and locations are subject to approval by the Department of Fleet Management prior to installation

- 10.14 The vehicle must be equipped with a remote strobe lighting system. The system must consist of the following components: 2 amber strobe light heads, installed above the cab on a stainless steel gutter-mount bracket; 2 amber strobe light heads with integral branch guards, mounted atop the rear corners of the body, 2 alternating recessed amber strobe lights, mounted to the rear of the vehicle; 1 universal power supply, installed in the cab; continuous length cable assemblies, all switches, connectors, hardware, etc necessary for proper installation

NOTE: The top interior surface of every lens dome must be covered with pressure sensitive opaque covering to eliminate "up light".

- 10.15 An LED sequential signal fixture must be installed at the rear of the vehicle (Federal Signal LED "Traffic Master"). The fixture must be powered by a cab-installed power controller (Federal Signal #SMC-1)

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

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

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

11.00 TRANSMISSION

- 11.01 Transmission must be an electronically controlled automatic type, with dash-mounted touch-pad shift selector; Allison #MD-3560. Torque converter ratio must be determined by the gradeability requirements listed within "Overall Design", 3.00

- 11.02 If recommended by the transmission manufacturer, the transmission must be equipped with an external, auxiliary cooler (in addition to any cooler built into the radiator), either oil-to-water oil-to-air type

- 11.03 Transmission temperature must be monitored by a dash-mounted gauge.

12.00 BRAKE SYSTEM

- 12.01 Vehicle must be equipped with a complete air braking system, designed to meet all applicable requirements of the Federal Motor Vehicle Safety Standards.

- 12.02 The air compressor must have a minimum capacity of 13 C.F.M.; Bendix/Westinghouse "Tu-Flo #550"

DETAILED SPECIFICATIONS

P.G.F. 10/17/2023

- 12.03 The system must be equipped with an air dryer, with heating element, B/W #AD-9
- 12.04 The system must include a low pressure buzzer and all valves, gauges and switches necessary for maximum vehicle safety
- 12.05 Front brakes must be cam type, 15" x 4" minimum, 'Q' series, rear brakes must be cam type, 16.5" x 7" minimum, 'Q' series
- 12.06 All brakes must be equipped with automatic slack adjusters.
- 12.07 A "Glad Hand" air inflator valve must be provided to facilitate re-charging of the brake system in emergency situations Valve must be equipped with suitable dust shield (Location must be approved by Fleet Management, Automotive Engineering Section prior to construction.)
- 12.08 All brakes must be provided with suitable dust shields, AND all brake pins must be sprayed with "never seize" prior to assembly.

13.00 AXLES

- 13.01 Front axle must be 12,000 lbs. minimum capacity, equipped with suitably rated double-acting shock absorbers
- 13.02 Rear axle must be 23,000 lbs. minimum rated capacity. Ratio must be determined by formula in "Overall Design"
- 13.03 The front axle must be equipped with oil hubs, with transparent caps, "Stemco"

14.00 STEERING/SUSPENSION

- 14.01 Power steering must be 12,000 lb minimum capacity. Steering wheel must be approximately 18" in diameter
- 14.02 Power steering fluid reservoir must be the largest capacity available from the chassis manufacturer as a regular production option
- 14.03 Front springs must be 12,000 lb minimum capacity
- 14.04 Rear suspension must be multi-leaf type, 23,000 lb minimum capacity

15.00 TIRES/WHEELS

- 15.01 All tires must be 11R22.5 G (14 P R) tubeless radial, Goodyear "G-186".
- 15.02 Wheels must be 10-stud steel disc type, 22.5 x 8 25, compatible with the City's existing fleet.

DETAILED SPECIFICATIONS

15.03 Two spare tires/wheels (mounted) must also be furnished for each vehicle ordered under these specifications

NOTE: Spare tires/wheels must be delivered separately from the vehicle. Contact the Department of Fleet Management, Automotive Engineering Section (312-744-4300) for exact delivery location and hours

16.00 CAB

16.01 Cab must be full conventional type with tilting fiberglass hood, 100" BBC minimum. Cab engine housing "dog house" must be non-existent or minimal.

Note: The cab is intended to be occupied by a 3-person crew. For this reason, the city reserves the right to reject any bid for a vehicle with a cab floor or dash protrusion which is deemed to negatively affect the comfort or safety of any of the three occupants.

16.02 Cab must be of all-steel construction, with galvanized metal used in all exterior panels

16.03 Cab must be built with the following minimum interior dimensions:

Height (floor to headliner) -- 56"

Width @ seat level -- 65"

Shoulder Room -- 70.5"

16.04 Cab must be equipped with a full-width 3-person bench seat, with heavy duty cloth-backed vinyl upholstery and 3 sets of seat belts.

Cab must be provided with the following interior equipment, accessories and instrumentation:

16.05 Fuel gauge, air pressure gauges, voltmeter, electronic speedometer and tachometer, water temperature gauge, oil pressure gauge and oil pressure actuated hourmeter, installed in the cab dash, by the OEM, indicator lights alone are not acceptable;

16.06 Tinted safety glass; all windows,

16.07 Dual sun visors and door armrests;

16.08 Heavy-duty R134 air conditioner / fresh air heater / defroster with multi-speed blower; full cab circulation, manufacturer's largest available regular production option for the chassis model proposed,

16.09 Removable ash tray with cigarette lighter,

16.10 One interior dome light;

16.11 Dual electric or air horns;

16.12 Outside rear view mirrors, West Coast 6½" x 16" extension arm type, right and left; hinge mounted, with heavy-duty bracing; adjustable right, left, fore and aft; separate 8" diameter convex mirror each side; all

Specification. B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 59 of 99

DETAILED SPECIFICATION

FACSIMILE

stainless steel or anodized aluminum;

- 16.13 Cab access handles, 1 at each door; stainless steel or anodized aluminum handles and hardware,
- 16.14 Variable speed windshield wipers with intermittent capability, and washers with 1 gallon capacity plastic reservoir (floor mounted washer switch is not acceptable),
- 16.15 Ignition and door locks for all units purchased under these specifications should be keyed alike, 3 keys per unit Keys should also match existing vehicles. (Contact Department of Fleet Management, Automotive Engineering Section for acceptable key codes.)
- 16.16 Steel traction type access steps must be provided below each cab door; maximum step height 18". Where the placement of a tool box, fuel tank, battery box, etc. prohibits the use of an OEM cab access step, "grip strut" step material must be utilized to facilitate cab access.
- 16.17 Front fender extensions or mud flaps must be installed.
- 16.18 Full floor solid rubber mat must be installed.
- 16.19 All cab installed controls must be back-lit and clearly identified with permanent labels/tags

17.00 RADIO PROVISIONS

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

18.00 UTILITY BODY - OVERALL DESIGN

- 18.01 The body must be all steel line construction type unit, designed and constructed for heavy duty service The body must be compatible with the boom, personnel bucket and material handler specified elsewhere in this document The basic body and superstructure must be fabricated from #14 gauge galvanized steel sheets, with all welded design and assembly Body must be essentially a single built-up unit. All welds must be sanded smooth so that the finished product must present a satisfactory appearance.
- 18.02 The body must be suitably constructed and reinforced as necessary to provide a strong and rigid unit capable of withstanding the strains of services for its intended use. The body must extend both above and below the floor line on both sides of the truck frame so as to provide storage compartment space which must be functional and readily accessible
- 18.03 Overall body length must be approximately 168", exclusive of the rear step bumper Overall width must be approximately 94" Inside width must be approximately 58"

~~TAILED SPECIFICATIONS~~

RECEIVED
[Signature]

- 18.04 Body must be constructed with wheel housings to allow mounting body as low as possible. Floor of body at rear must be approximately 44" to ground when mounted on truck chassis (empty body)
- 18.05 Floor must be 3/16" steel treadplate with the treadplate coming up the sides and front of cargo area by 12"
- 18.06 An integral body bulkhead must be provided directly behind the cab. Bulkhead must be of solid construction, with no window cutout.
- 18.07 A step bumper must be installed at the rear of the body, extending beyond the stowed bucket location. The extension must be constructed from "Grip Strut" channel grating, and must be reinforced with structural steel. The tread of the step must extend the full width of the body. The step must be 18" to 20" above the ground. A recess must be provided in the step to accommodate the installation of a pintle hook
- 18.08 All compartment top surfaces must be covered with "Grip Strut" channel grating to provide walkways. The "Grip Strut" must be elevated approximately 3/4" above the compartment top surface to allow water and debris to escape. Sharp edges must be ground smooth or covered.
- 18.09 Body must have rubber roll crown fenders and rear "anti-sail" mud flaps.

19.00 BODY COMPARTMENTS

- 19.01 All compartments must be enclosed by suitable hinged (manufacturer's standard) weather-tight doors or double panel internal bracing construction self-sealed with built-in drainage and must be equipped with non-locking recessed rotary door handles and 2-stage strikers
- 19.02 All compartment doors must be equipped with positive mechanical type devices to hold doors in open position. Horizontal doors must be provided with hardware that is intended to support loads of 100 lbs
- 19.03 All body compartments must be approximately 18" in depth, with full depth adjustable shelves and double thickness floors. Overall compartment height must be 50". Compartment height above floor must be 29"
- 19.04 An internal sliding bar mechanism must be installed to enable all of the doors in a bank of compartments to be locked simultaneously. One mechanism must lock all left side compartment doors; a separate mechanism must lock the rear right side compartment doors. Mechanism handles must accommodate padlocks

20.00 COMPARTMENT LAYOUT - RIGHT SIDE

- 20.01 One 25" wide vertical compartment must be located directly behind the cab. The inverter must be installed in this compartment. Front outrigger must reduce the available interior space of this compartment as necessary
- 20.02 A 26" wide stairway must be placed behind the vertical compartment described in section 20.01. The stairway must incorporate two treadplated steps, with 9" treads and 8" risers. An access step must be provided if stairway step is more than 20" above ground level. Full-length parallel handrails must also be mounted along each side of the stairway

DETAILED SPECIFICATION

APR 2014

- 20.03 One 60" wide x 22" high horizontal compartment must be located over the rear wheels. Compartment must be equipped with two center-opening doors and two slide-out shelves. Both shelves must have removable dividers on 8" centers. Fender skirt cutouts must be provided below this compartment for storing wheel chocks.
- 20.04 One 28" wide vertical compartment must be located behind the rear wheels. Compartment must have a single door, hinged to the front. The compartment must be equipped with a total of 5 swivel hooks; 3 on the rear wall, 1 on each side. Hooks must be installed on a mounting plate. Rear panel must be equipped with ventilation louvers.
- 20.05 One 28" wide vertical compartment must be located behind the compartment described in 20.04. Compartment must have a single door, hinged to the front, and must be provided with 2 shelves. Rear outrigger must reduce the available interior space of this compartment as necessary.
- 21.00 COMPARTMENT LAYOUT - LEFT SIDE**
- 21.01 One 26" wide vertical compartment must be located directly behind the cab. Compartment must have a single door, hinged to the front. Rear panel must be equipped with ventilation louvers. One plain fixed shelf must be installed in this compartment. Front outrigger must reduce the available interior space of this compartment as necessary.
- 21.02 One 25" wide vertical compartment must be located directly behind the compartment described in section 21.01. Compartment must have a single door, hinged to the front, and must be provided with 2 full depth adjustable shelves.
- 21.03 One 60" wide x 20" high horizontal compartment must be located over the rear wheels. Compartment must be equipped with two center-opening doors and two slide-out shelves. Both shelves must have removable dividers on 8" centers. Fender skirt cutouts must be provided below this compartment for storing wheel chocks.
- 21.04 One 28" wide vertical compartment must be located behind the rear wheels. Compartment must have a single door, hinged to the front. The compartment must be equipped with a total of 5 swivel hooks, 3 on the rear wall, 1 on each side. Hooks must be installed on a mounting plate. Rear panel must be equipped with ventilation louvers.
- 21.05 One 28" wide vertical compartment must be located behind the compartment described in 21.04. Compartment must have a single door, hinged to the front, and must be provided with 2 shelves. Rear outrigger must reduce the available interior space of this compartment as necessary.
- 22.00 PEDESTAL**
- 22.01 The pedestal must be of tubular construction with a reinforced mounting plate. The top plate of the pedestal must be 1 $\frac{1}{4}$ " thick and must be machined flat to support the rotation bearing. The pedestal and subframe must be mounted directly to the chassis frame using $\frac{1}{2}$ " steel shear plates.

TAILED SPECIFICATIONS

- 22.02 Continuous unrestricted rotation must be accomplished by a hydraulically driven worm and spur gear with a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal must be hex head cap screws. These critical bolts must be torque seal marked to provide a quick means of detecting any loosening upon inspection.
- 22.03 All aerial pivot pins must use non-lube bearings. Where possible, non-lube bearings must be used at all other points of motion. The need for periodic lubrication of the rotation bearing and extension chain is acceptable.
- 23.00 LOWER BOOM**
- 23.01 The lower boom must enclose a parallelogram linkage to maintain the knuckle at a constant angle to the turret
- 23.02 On each end of the lower boom, a high strength fiberglass insert (chassis insulating system) must be installed over a rectangular 10" x 12" high strength steel section. The steel and fiberglass sections must be bonded with pressure injected epoxy to fill any voids.
- 23.03 After the epoxy cures, a minimum of 30 bolts must be installed to assure maximum strength. A compensation link with a fiberglass section must maintain the 24" insulation gap in all the boom positions.
- 23.04 A double acting cylinder, with an integral holding valve, must allow the lower boom to articulate from horizontal to 90° above horizontal.
- 23.05 The lower boom insert must be tested for electrical insulation according to ANSI A92 2-1990
- 24.00 UPPER BOOM ASSEMBLY**
- 24.01 The upper boom assembly must include an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom must consist of a 10" x 12" steel section and a 12" x 14" "Electrogard" fiberglass section to maintain a 38" insulation gap with the inner boom fully retracted. The 8-5/8" x 10-5/8" rectangular fiberglass inner boom must be housed within the outer boom and have a minimum of 170" of unobstructed insulation gap. The inner boom must be easily removable and disassembled for service and inspection.
- 24.02 The extension system must consist of a hydraulic cylinder, two integral holding valves, and dual #60 roller chains housed entirely within the boom assembly. The hoses routed through the outer/inner boom assembly must be nonconductive and fully contained within the boom assembly.
- 24.03 The outer/inner boom assembly must articulate from 25° below horizontal to 85° above horizontal. Boom articulation must be actuated by a double acting cylinder, equipped with two integral holding valves. The outer/inner boom assembly must offset to one side to provide easy access to the platform. A boom support cradle and a boom tie down strap must be included.
- 24.04 The upper and lower boom cylinders must have a threaded head-cap design. Cylinders must be equipped with two integral holding valves to prevent creep down and to lock the booms in position in the event of hose failure.

DETAILED SPECIFICATION

P D C E I T P E
P D C E I T P E

- 24.05 The hoses routed through the booms must be high pressure and nonconductive with swaged hose end fittings. Retainers must be used to separate the hoses inside the booms to prevent chafing. Nylon sleeves must be installed over the hoses at points of movement.
- 24.06 The upper boom assembly must be tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2-1990 requirements. The boom assembly must be fully insulated even in a retracted position.
- 24.07 A lifting eye must be located near the end of the outer boom. The lifting eye attachment must have 1000 lbs. capacity

25.00 OUTRIGGERS

- 25.01 One set of main A-frame outriggers must be attached to the boom pedestal. The outriggers must be equipped with pilot-operated check valves, internal thermal relief valves, and separate controls. Extension of outriggers from vehicle must be the minimum necessary to ensure safe operation. Main outrigger feet must pivot 12° about a horizontal centerline.
- 25.02 Auxiliary A-frame outriggers must be shear plate mounted to the rear of the frame and equipped with pilot operated check valves, internal thermal relief valves and separate controls.
- 25.03 The outriggers must be operated by double acting cylinders, complete with check valves to lock them in position. Associated control valves and/or levers must be located on both sides of the rear tail shelf. Outriggers must be visible from the outrigger control station.
- 25.04 An outrigger/boom interlock system must be provided. Interlock system must prevent lift operation until the outriggers contact the ground, and outrigger retraction before the aerial lift is properly stored. Outrigger handles must be recessed in the rear extension and sealed from the inside of the extension area to minimize dirt accumulation.

26.00 BUCKET AND CONTROLS

- 26.01 One fully enclosed fiberglass personnel bucket must be provided at the end of the final boom stage. The bucket cross section must be 24" x 30", with a height of 42". An inside and outside step must be provided for easy access. Steps must be located at approximately mid-height of the bucket. The bucket capacity must be 350 lbs minimum. A cushioned support must be installed in the bed of the truck. A minimum working height of 54' must be attainable with maximum boom extension.
- 26.02 Bucket must have a hydraulic rotator, operated by a control lever, which rotates the bucket 180° from one side of the outer/inner boom assembly, across the end hung position to the other side of the outer/inner boom assembly. Bucket leveling must be controlled by a two cylinder arrangement. The leveling system must be capable of activation from the upper or lower controls. Upper and lower controls must be protected by a suitable guard. The bucket must be readily detachable and interchangeable among all units purchased hereunder. A lanyard anchor must be provided on the upper bucket support, two safety harnesses (size XL) and a bucket cover must be provided per vehicle.

TAILED SPECIFICATIONS

- 26.03 The lower control station must be comprised of full-pressure individual controls at the turret to actuate all boom functions. The lower control station must be equipped with a selector valve to override the upper controls. (Note: Any other necessary valves not specifically mentioned for any particular function associated with any of the systems must also be furnished) Controls must be protected by a suitable guard and cover
- 26.04 The full-pressure single-stick upper control must include a safety trigger to prevent inadvertent operation. The lift movements must correspond with control handle movements. An emergency stop and a tool selector must be located at the upper controls.
- 26.05 Valve levers must be spring loaded, so as to return to the off or neutral position when released. The levers must be fabricated of a strong material for positive response and severe service. All control levers must be identified with permanent labels.
- 26.06 An aerial master switch must be provided in the cab, to engage the PTO and all electrical functions.
- 26.07 A start/stop circuit must be provided so the lift cannot be operated unless the truck ignition is in the "run" position and the master control is activated. An air cylinder at the upper controls and a toggle switch at the pedestal must be used to energize this system
- 26.08 A two speed throttle control must be provided to allow adjustment of engine speeds when faster lift movements are required. The throttle control must be designed to operate only when the truck engine is running and the master control is activated. An air cylinder at the upper controls and a toggle switch at the pedestal must be used to energize the throttle control.
- 26.09 An air cylinder at the upper controls and a toggle switch at the pedestal must be used to energize the emergency power system described in section 28.12.

27.00 MATERIAL HANDLING JIB AND WINCH

- 27.01 A material handling jib and winch must be installed on the last stage of the boom. The material handler must consist of a winch and a jib pole that are automatically leveled with the bucket. Lifting capacity of jib and winch must be 1,000 lbs
- 27.02 A minimum of 500 lbs material handling capacity must be provided for all boom angles and positions.
- 27.03 The material handler winch must be hydraulically powered through a self-locking worm gear drive so that a load-holding brake is not required. The winch must provide line speeds of 15 to 30 ft. per minute. Seventy feet of $\frac{1}{2}$ " diameter polyester rope with a clevis hook must be provided.
- 27.04 The angle of the jib pole must be manually adjustable in 10° increments from horizontal to a maximum of 50° above horizontal. The jib-pole assembly must also be rotatable to several load-lifting positions. Nonconductive guards must cover the winch and jib mount structure. The jib pole and winch assemblies must be easily removable when not needed.

DETAILED SPECIFICATIONS

28.00 HYDRAULIC SYSTEM

- 28.01 The vehicle must be equipped with a central hydraulic system, designed and plumbed to provide the flow, pressure and control necessary to operate the outriggers, boom, winch, and auxiliary hydraulic tool subsystems at their maximum efficiency and safety, at an engine speed of no more than 1,800 rpm
- 28.02 The hydraulic system must have sufficient cooling capability to maintain a fluid operating temperature of 120°F to 130°F in an ambient temperature of 72°F.
- 28.03 The pump must be of constant displacement, gear-type design
- 28.04 The pump must be powered through an air or electric, transmission mounted "hot shift" PTO unit. The pump and PTO must be directly coupled, unless the weight of the pump exceeds the recommended limits of the transmission or PTO manufacturers
- 28.05 A PTO override / cutout must be installed to prevent the PTO from being actuated or operated while the vehicle is in gear.
- 28.06 The pump suction line must be sized to accommodate the flow produced at an engine speed of 1,600 r.p.m without exceeding an oil velocity of 3 ft/sec. The line must be routed and clamped to prohibit interference with any chassis or mounted equipment components.
- 28.07 The open center hydraulic system must be gravity fed from a 25 gallon hydraulic oil reservoir, built integral to the pedestal. The reservoir must include anti-splash baffles, two sight gauges, a return filter pressure gauge, a 4" diameter "clean-out", a spin-on breather filter, capped filler pipe. A spin-on full-flow filter (with integral by-pass) must be provided in the return line of the system, at the reservoir. All plumbing and filters must be mounted so that they do not interfere with the personnel entering or exiting the vehicle.
- 28.08 The hydraulic system must have a rated pressure of 2500 psi and operate at 2250 psi at 6 gpm. The removable 100 mesh suction strainer and 10 micron return line filter must be provided. A gate valve, located below the reservoir, must prevent oil loss when the pump is serviced. A magnetic drain plug must attract metal contaminants from the oil in the reservoir
- 28.09 The reservoir and system must be filled with first quality virgin hydraulic oil, compatible with all system components and existing fleet hydraulic fluids
- 28.10 Where hydraulic lines/hoses which are routed through frame or body members, they must be protected from abrasion with rubber grommets
- 28.11 Flexible hose must be provided at all connections to cylinders and at all critical flexing points. Hoses, lines and fittings must be high pressure, hydraulic type (Suction/feed lines excluded).
- 28.12 The system must include an electrically activated hydraulic emergency power unit to power the aerial and outriggers in all functions. The emergency hydraulic pump must be driven by a DC motor, which is powered by an auxiliary battery. The system must be connected in parallel with the main pump and be designed for noncontinuous operation. Emergency power system must not be functional when the main hydraulic system is operating.

DETAILED SPECIFICATIONS

INCORPORATED

29.00 POWER TOOL CIRCUITS

- 29.01 The vehicle must be equipped with two hydraulic tool circuits.
- 29.02 The first circuit outlet must be provided at the upper bucket controls Circuit must produce 6 to 10 GPM operating volume.
- 29.03 The second circuit outlet must be provided at the right rear of the vehicle. The circuit must produce 6 to 10 GPM operating volume.
- 29.04 All circuits must be provided with quick-disconnect fittings to match those currently utilized by the City. (NOTE: Contact the Bureau of Electricity to view sample.)

30.00 ADDITIONAL EQUIPMENT

- 30.01 A "Holland #T90-A" pintle hook must be installed at the rear of the body. Pintle hook must be mounted to suitably sized steel channel and "A-braced" to chassis frame rails; framework must also serve as an I.C.C. bumper Installation must allow the hook to be utilized to its maximum rated capacity, 27" above ground Heavy duty "D" rings must also be provided
- 30.02 A heavy duty, padded boom rest must be provided to support the weight of the boom assembly in the stowed position. A warning light, located on the cab dash, must be activated when the boom is lifted from its rest position An over-center tie down latch must be provided to secure the boom in the stowed position

Note: The exact dimensions and construction of the boom rest must be determined during the pre-construction meeting , as these factors are affected by the exact configuration and structural limitations of the aerial device proposed.

- 30.03 Grab handles must be provided at the rear of the body to facilitate access to the body from the rear step bumper
- 30.04 A traffic cone post must be installed on the rear of the deck. Construction and location must be determined during the pre-construction meeting.

31.00 PAINTING, RUSTPROOFING AND MARKINGS

- 31.01 All metal surfaces must be properly prepared for painting to insure removal of any/all surface rust, welding slag, soot, dirt, grease and wax.
- 31.02 All metal surfaces must be primed with a minimum of 2 coats of primer.
- 31.03 The cab, body, boom, (excluding any item that provides electrical insulation), etc must be sprayed with sufficient coats of paint (DuPont Imron 5000 #N0055HN, "City Blue") to produce a long lasting, quality finish.
- 31.04 The front bumper, exposed chassis frame and wheels must be sprayed sufficient coats of paint (DuPont Specification B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 67 of 99

DETAILED SPECIFICATIONS

Imron 5000 #N3504HN Sierra Tan) to produce a long lasting, quality finish

- 31.05 Pressure sensitive reflective sheeting must be applied to the right, left and rear sides of the vehicle. The sheeting must be 3M brand "Scotchlite Series #980 Diamond Grade". Side sheeting must be white, approximately 16" in height, and run the full length of the body, rear sheeting must be applied using 4" alternating strips of white and orange material, in a chevron pattern, covering the entire rear surface of the body.
- 31.06 All horizontal treadplated surfaces (i.e. body floor, body compartment floors, etc.) must be covered with "Spray-On Liner" (Ziebart, gray) to maximize traction and corrosion resistance.
- 31.07 The cab/chassis must be rustproofed and undercoated using Ziebart brand or other Federal Q P L listed corrosion protection material.

NOTE. Alternate corrosion protection materials will be considered only where such materials appear on the Federal Q.P.L. (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described. Bidder must provide this information with its bid or upon request.

Proposed rustproofing/undercoating material Ziebart Brand
Q P L. # TBD
Work performed by Local Ziebart, Franklin Park, IL
Contact person Jim
Phone # (847) 455-2900

- 31.08 Rustproofing MUST be applied in accordance with Federal Standard #297D, or most current revision thereof.

32.00 PRECONSTRUCTION MEETING

- 32.01 The Contractor and representatives of all sub-contractors must meet with Department of Fleet Management personnel to clarify the intended manufacture and placement of components. This pre-construction meeting must be held at Fleet Management's facility at 1685 N Throop Street, Chicago, Illinois within 10 days after notification of the contract award.

33.00 EXCEPTIONS

- 33.01 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 bidder must explain those exceptions which are 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.

PROPOSAL

SPEC NUMBER: B10705307

BID DESCRIPTION: TRUCK, CAB/CHASSIS W/UTILITY BODY

DELIVER PREPAID TO: VARIOUS CITY AGENCIES

CONTRACT ADMINISTRATOR: 04 MICHAEL SMITH 312-744-4910

VENDOR CONTACT

REGARDING BID: Kevin Krotky PHONE NUMBER : 630-834-7300, ext. 216

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.

<u>BID LINE</u>	<u>COMMODITY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001	070-53-23-100 TRUCK, CAB/CHASSIS W/UTILITY BODY	6	EA	\$ 126,441.00	\$ 758,646.00

TELESCOPIC ARTICULATED BOOM, 54' BUCKET AND MATERIAL HANDLER

COMMENTS: Versalift Model VST-5000-MHI/Knapheide 6167HC-SP/Freightliner FL70

TOTAL PRICE: \$ 758,646.00

BID DATA

ACCEPTE

PROPOSAL

The bidder is requested to complete the appropriate information 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".

1 FRAME

1.1 GENERAL:

- A) SIDERRAIL TYPE "C" Channel
- B) SIDERRAIL SECTION 11/38 3½ X 10-5/16
- C) REINFORCEMENT TYPE N/A
- D) REINFORCEMENT SECTION XN/A X N/A
- E) REINFORCEMENT TERMINATED (FRONT) N/A
- F) REINFORCEMENT TERMINATES (REAR) N/A

1.2 RATINGS.

- A) SECTION MODULUS 17.21
- B) YIELD STRENGTH (P.S.I.) 110,000
- C) R.B.M 1,893,000

2 ENGINE

2.1 GENERAL.

- A) MAKE Caterpillar
- B) MODEL 3126
- C) CYLINDERS 6
- D) DISPLACEMENT (C I D.) 7.2 Litre
- E) ASPIRATION TYPE Turbocharged

2.2 RATINGS (MFG'S PUBLISHED)

- A) MAX S.A.E. GROSS H.P 210 @ 2200RPM
- B) MAX S.A.E. NET H.P N/A @ - RPM
- C) MAX S.A.E. GROSS TORQUE 605 @ 1440 RPM
- D) MAX S.A.E. NET TORQUE N/A @ - RPM
- E) GOVERNED SPEED 2,500 RPM

2.3 FILTRATION

- A) AIR FILTER TYPE DRW/RESTRICTION GAGE? Yes (Intake Mounted)
- B) FUEL FILTER QTY/TYPE Full Flow
- C) OIL FILTER TYPE? CAPACITY Full Flow
- D) BY-PASS FILTER TYPE N/A

2.4 COOLING:

- A) SYSTEM CAPACITY (GAL) 30.5 Quarts

BID DATA

B) RADIATOR FRONTAL AREA (SQ. IN.) 720
C) RADIATOR FINS/INCH. N/A

2.5 EXHAUST

A) HORIZONTAL Yes
B) VERTICAL, SHIELDED No
C) VERTICAL, UNSHIELDED No

3 TRANSMISSION

3.1 GENERAL

A) MAKE Allison
B) MODEL MD 3560 P
C) SPEEDS 5
D) MAX. INPUT TORQUE RATING 800
E) MAX. INPUT H.P. RATING 275

3.2 RATIOS

1ST GEAR	<u>4.59</u>	<u>1</u>
2ND GEAR	<u>2.26</u>	<u>.1</u>
3RD GEAR	<u>1.53</u>	<u>1</u>
4TH GEAR	<u>1.00</u>	<u>.1</u>
5TH GEAR	<u>.75</u>	<u>1</u>
6TH GEAR	<u>---</u>	<u>.1</u>
7TH GEAR	<u>---</u>	<u>.1</u>
REVERSE	<u>-5.00</u>	<u>.1</u>

4 CLUTCH (IF APPLICABLE)

4.1 GENERAL

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

5 AXLES

5.1 GENERAL (FRONT)

A) MAKE Meritor
B) MODEL FF-961
C) PUBLISHED WT. RATING @ GRD. 12,000 lbs.
D) SPEED(S) N/A (IF APPLICABLE)
E) RATIO(S) N/A (IF APPLICABLE)
F) REDUCTION (SSL OR DBL.) N/A (IF APPLICABLE)

BID DATA

APR 2017

5.2 GENERAL (REAR)

- A) MAKE Meritor
B) MODEL RS-23-160
C) PUBLISHED WT RATING @ GRD 23,000 lbs.
D) SPEED(S) N/A (IF APPLICABLE)
E) RATIO(S) 6.14 (IF APPLICABLE)
F) REDUCTION (SSL OR DBL.) N/A (IF APPLICABLE)

6 BRAKES

6.1 SYSTEM (CHECK ONE)

- A) AIR Yes
B) HYDRAULIC No

6.2 GENERAL (AIR).

- A) MAKE/TYPE, FRONT Qt Cam
B) MAKE/TYPE, REAR Qt Ca.
C) BRAKE SIZE, FRONT 15" x 4"
D) BRAKE SIZE, REAR 16.5" x 7"
E) COMPRESSOR MAKE/MODEL Bendix Westinghouse
F) COMPRESSOR DISPLACEMENT 13.2 CFM
G) AIR DRYER MAKE/MODEL BW AD-9

6.3 GENERAL (HYDRAULIC)

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

6.4 GENERAL (PARKING BRAKE).

- A) MAKE MGM
B) TYPE Spring brake
C) SIZE Std. sizing

7 SPRINGS/SUSPENSION

7.1 GENERAL (FRONT).

- A) SPRING TYPE Taper Leaf
B) SPRING CAPACITY RATING @ GROUND 6000 P/SPRING

7.2 GENERAL (REAR).

- A) SUSPENSION MAKE Freightliner

BID DATA

- B) SUSPENSION TYPE Spring
C) SPRING TYPE Flat Leaf
D) SPRING CAPACITY RATING @ GROUND 11500 P/SPRING
E) AUX. SPRING CAPACITY RATING @ PAD P/SPRING

8 TIRES/WHEELS

8.1 WHEELS (FRONT):

- A) MAKE Accuride
B) TYPE Disc
C) WEIGHT CAPACITY 14,780 lbs.

8.2 RIMS (FRONT):

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

8.3 TIRES (FRONT)

- A) MAKE Michelin
B) MODEL XZY-2
C) SIZE & PLY RATING 11R22.5 14 PR
D) REV'S PER MILE 497
E) WEIGHT CAPACITY 12350@ 105 P.S.I.

8.4 WHEELS (REAR)

- A) MAKE Accuride
B) MODEL 28408
E) WEIGHT CAPACITY 29,560 lbs.

8.5 RIMS (REAR):

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

8.6 TIRES (REAR):

- A) MAKE Michelin
B) MODEL XZY-2
C) SIZE & PLY RATING 11R22.5 14 PR
D) REV'S PER MILE 497
E) WEIGHT CAPACITY 2336@ 105 P.S.I.

9 ELECTRICAL

9.1 BATTERIES.

- A) MAKE Alliance
B) MODEL 1031

BID DATA

C) QUANTITY 3
D) VOLTAGE 12
E) C.C.A. (COMBINED) 2280
F) RESERVE CAPACITY N/A

APPLICABLE
NOT APPLICABLE

9.2 ALTERNATOR.

A) MAKE Delco Remy
B) MODEL 22SI
C) CAPACITY (AMPERES) 130
D) AMPS @ IDLE N/A

9.3 STARTER.

A) MAKE Delco
B) MODEL 42MT Type 450
C) VOLTAGE 12V

9.4 CIRCUIT PROTECTION (CHECK ONE)

A) REPLACEABLE FUSES No
B) CIRCUIT BREAKERS Yes

9.5 SYSTEM POLARITY. (CHECK ONE)

A) POSITIVE No
B) NEGATIVE Yes

10 EQUIPMENT/ACCESSORIES

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

10.1 ENGINE BLOCK HEATER:

A) MAKE/MODEL Phillips
B) WATTS 1000

10.2 ENGINE SHUT-DOWN SYSTEM

A) MAKE/MODEL Electric Integral
B) OVER-RIDE? N/A

10.3 FRAME EXTENSION:

A) INTEGRAL OR BOLT-ON? N/A
B) DIMENSIONS N/A
C) R.B.M. N/A

10.4 FUEL TANK(S)

A) QUANTITY 1

BID DATA

- B) CAPACITY 45 Gallons
C) LOCATION RH under cab
D) TYPE OF SIPHON PROTECTION N/A

AC
AC

10.5 GAUGES:

- A) LIST ALL GAUGES PROVIDED
Fuel; speedometer; trans. tempn;
tachometer; oil pressure; odometer;
air pressure; hourmeter; trip meter;
voltmeter

10.6 HEATER/PROTECTION:

- A) BTU RATING N/A

10.7 HOOD/FENDERS:

- A) HOOD CONFIGURATION 1 Piece Molded
B) HOOD MATERIAL Fiberglass
C) FENDER MATERIAL Fiberglass
D) BUTTERFLY/ACCESS HATCHES (Y/N) No

10.8 HOURMETER (ENGINE):

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

10.9 MIRRORS:

- A) TYPE Stainless Steel West Coast
B) SIZE 16" x 6"
C) QUANTITY 2
D) HEATED (Y/N) No

10.10 POWER TAKE-OFF:

- A) MAKE/MODEL Chelsea 277 Series
B) H.P. @ 1,000 R.P.M. OF OUTPUT SHAFT 63.3
C) RIGHT OR LEFT MOUNT? Mfg Std
D) RATIO TBD

10.11 SEATING:

FRONT.

- A) CAPACITY 3-Man
B) BENCH OR BUCKETS? Bench
C) DRIVER'S SEAT MAKE N/A

REAR:

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

BID DATA

10.12 SHOCK ABSORBERS

- A) FRONT? Yes REAR? No
B) MAKE Mfg. Std.
C) PISTON DIAMETER N/A
D) SINGLE OR DOUBLE ACTING? Double
- A/C/E/T/T/T

10.13 SHUTTERS.

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

10.14 STARTING AID

- A) TYPE Air Intake Warmer
B) MAKE/MODEL N/A
C) ACTIVATED HOW? Ignition Key

10.15 STEERING

- A) WEIGHT CAPACITY 12,000 lbs.
B) MANUAL OR POWER? Power
C) STEERING GEAR RATIO N/A

11 BODY AND MOUNTED EQUIPMENT

11.1 BODY

- A) TYPE Steel Utility
B) MAKE/MODEL Knapheide 6167HC-SP
C) DIMENSIONS 167.25" L x 94" W x 50" H
D) CAPACITY N/A
E) WEIGHT 2,650 lbs. approximate
F) MATERIAL(S) Galvanneal Steel
G) LITERATURE FURNISHED HEREWITH? Yes

11.2 HOIST

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

11.3 AERIAL DEVICE

- A) MAKE/MODEL Time Mfg Versalift VST-5000-MHI
B) TELESCOPIC OR ARTICULATED? Telescopic, Articulated
C) VERTICAL REACH (MAX.) 54 ft. (working height)
D) HORIZONTAL REACH (MAX.) 36 ft.
E) LIFTING CAPACITY (MAX) 1,000 lbs.
F) WEIGHT 6,430 lbs.
G) LITERATURE FURNISHED HEREWITH? Yes

BID DATARECEIVED
10/25/01

11.4 LIFT GATE:

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

11.5 FIFTH WHEEL:

- A) MAKE/MODEL N/A
 B) MOUNTING HEIGHT N/A
 C) MANUALLY OR AIR OPERATED N/A
 D) WEIGHT N/A
 E) LITERATURE FURNISHED HEREWITH? N/A

11.6 SNOW PLOW/HITCH:

- A) PLOW MAKE/MODEL N/A
 B) PLOW LENGTH N/A
 C) REVERSIBLE N/A

11.7 SALT SPREADERS:

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

12 PERFORMANCE DATA12.1 MAXIMUM GEARED SPEED = 65.5 MPH12.2 GRADEABILITY = 30% (in first gear)13 WEIGHT DISTRIBUTION

	FRONT	REAR	TOTAL
A) CAB/CHASSIS	<u>6432</u>	<u>3892</u>	<u>10324</u>
B) DRIVER	<u>188</u>	<u>62</u>	<u>250</u>
C) FUEL	<u>266</u>	<u>89</u>	<u>355</u>
D) BODY	<u>775</u>	<u>1875</u>	<u>2650</u>
E) Aerial Lift	<u>2092</u>	<u>4338</u>	<u>6430</u>
F) _____	_____	_____	_____
G) _____	_____	_____	_____

BID DATA

H)			
I)	SUB-TOTALS	9753	10256
J)	PAYLOAD (MAX.)	2247	12744
K)	TOTALS	12000	23000

| 20009 | 14991 | 35000 | |

14 MAKE(S) AND MODEL(S) PROPOSED:

Freightliner FL70 4x2 Chassis with Conventional Cab

Versalift (Time Mfg) Model VST-5000-MHI Aerial Device

Knapheide Manufacturing Model 6167HC-SP Steel Line Body

15 EXCEPTIONS, IF ANY, TO PROVISION(S) OF THE SPECIAL CONDITIONS

16 SUPPLEMENTAL INFORMATION

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

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.

<u>Component/Feature</u>	<u>Coverage</u>	<u>Proposed Mileage/Hour Limitation</u>
Complete Unit	2 Years	Unlimited Mi./Hrs
Engine	2 Years	200,000 Mi./Hrs
Transmission	2 Years	Unlimited Mi./Hrs.
Chassis/Frame:	5 Years	Unlimited Mi./Hrs
Corrosion	5 Years	Unlimited Mi./Hrs.
Other:	Years	Mi./Hrs.

BID DATA

ACCEPTED

17 TRAINING OFFERED.

Professionally conducted training sessions shall be provided in compliance with City of Chicago published requirements, reference "Training/Technical Assistance", Special Conditions, Page 15 of 99.

18. PARTS/SERVICE AVAILABILITY: (CHECK ONE)

- (X) The bidder currently holds a contract covering parts/service for this make/type of equipment.
() A quotation covering parts and labor pricing for "non-warranty" service is submitted herewith.
() OTHER: _____

19 LOCATION OF REPAIR AND MAINTENANCE SHOP 625 South Route 83,
Elmhurst, Illinois 60126

20 INDICATE IF YOU ARE

MANUFACTURER.

YES: _____ NO. XXX

EXCLUSIVE DISTRIBUTOR*

YES: XXX NO _____

AUTHORIZED DISTRIBUTOR*

YES: XXX NO _____

AUTHORIZED SERVICE REPRESENTATIVE*

YES: XXX NO _____

* If an exclusive or authorized distributor or service representative, bidder should provide the name, address and phone number of manufacturer and attach to the bid written documentation verifying status.

21 EXCEPTIONS:, IF ANY, TO PROVISION(S) OF THE DETAILED SPECIFICATION:

Section No. _____ Description. _____

Section No. _____ Description _____

NOTE: EACH BIDDER/PROPOSER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT

Specification B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 79 of 99



VERSALIFT

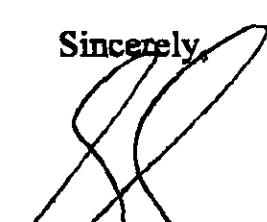
April 30, 2002

To Whom It May Concern:

Mid-America Truck & Equipment, Inc, 625 S. Route 83, Elmhurst, Illinois is a Versalift Distributor for the City of Chicago and the surrounding area.

If you have any questions, please don't hesitate to call me at 254-399-2125.

Sincerely,



Brett Clendening

Vice President of Sales and Customer Support



TIME Manufacturing Co., P.O. Box 20368, Waco, TX 76702-0368
Tel.: 254-399-2100, Fax: 254-399-2650

www.versalift.com



BID DATA

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)

PERSON TO CONTACT REGARDING THIS BID

NAME Kevin Krotky

PHONE. (630) 834-7300, ext. 216

TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No. B1-07053-07** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) **Addenda Nos. (none unless indicated here)** 1 (dated March 15, 2002) and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

NAME OF CORPORATION: Mid-America Truck and Equipment Company, Inc.

(Print or Type)

SIGNATURE OF PRESIDENT: * Glen Prezembel (OR AUTHORIZED OFFICER)

TITLE OF SIGNATORY Vice President and General Manager

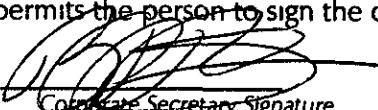
(Print or Type)

BUSINESS ADDRESS 625 South Route 83, Elmhurst, Illinois 60126

(Print or Type)

*Note In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST


Corporate Secretary Signature

(Affix Corporate Seal)

State of Illinois

County of Cook

This instrument was acknowledged before me on this 25th day of March,
20 02 by Glen Prezembel as President (or other authorized officer) and
Bruce Milash as Secretary of Mid-America Truck & Equipment Co., Inc.

(Corporation Name)


Notary Public Signature

Commission Expires.

1/19/04



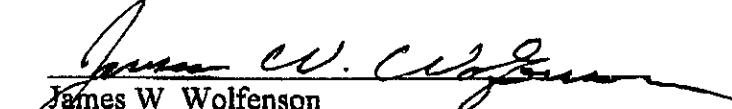
CORPORATE RESOLUTION

ACTION BY BOARD OF DIRECTORS OF MID-AMERICA AND EQUIPMENT CO., INC. BY UNANIMOUS WRITTEN CONSENT

The undersigned, comprising all directors of Mid-America Truck and Equipment Company, Inc , an Illinois corporation, hereby consent in writing, without a meeting, to the following action.

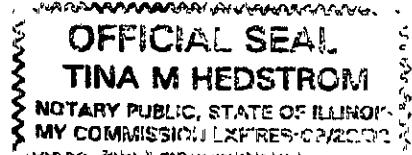
RESOLVED, that the corporate Vice President, Glen R Prezembel, shall be empowered to sign any and all legal documents relating to bids and contracts to sell goods in place of the corporate President, where the signature of the corporate President is otherwise required and authorized

Dated January 9th 2002


James W. Wolfenson
Being the Sole Director of
Mid-America Truck and Equipment Co , Inc

Subscribed and sworn to before
me by the said James W. Wolfenson,
being the sole Director of
Mid-America Truck and Equipment Co , Inc.,
this 9th day of January, 2002

Tina M Hedstrom
Notary Public



TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No. B1-07053-07** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) **Addenda Nos. (none unless indicated here)** _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose

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

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____ **Address:** _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 20 ____

(Seal)

Notary Public Signature _____

Commission Expires. _____

TO EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No. B1-07053-07** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____,

20 ____ by _____ (name/s of person/s)

Notary Public Signature

(Seal)

Commission Expires _____



TRUCK and EQUIPMENT CO., INC.



April 1, 2002

CITY OF CHICAGO

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

Attention David E. Malone
 Chief Procurement Officer

Subject. **CITY OF CHICAGO SPECIFICATION NO.: B1-07053-07**

Dear Mr. Malone,

Mid-America Truck and Equipment Company acknowledges receipt of the City of Chicago's invitation to bid, and Note of Revision, Addendum No 1 dated March 15, 2002, on Cab/Chassis With Utility Bodies, Telescopic Articulated Booms, 54' Working Height Personnel Buckets and Material Handlers, as required for use by the City of Chicago Department of Streets & Sanitation, Bureau of Electricity c/o Department of Fleet Management, reference City of Chicago Specification No B1-07053-07 We are pleased to submit the following proposal for your review and consideration

We propose to furnish the Freightliner Model FL70 4X2 Cab/Chassis, complete with Time Manufacturing Versalift Model VST-5000-MHI telescoping, articulated aerial platform lift with material handler and Knapheide Model 6167HC-SP steel utility body and related accessories.

Proposed equipment shall be provided in compliance with the City of Chicago's published requirements, as defined in City of Chicago Specification Document B1-07053-07, reference Paged Numbered 52 through 68, entitled "**DETAILED SPECIFICATIONS**"

Total Price Per Unit \$ 126,441.00 Total Price For Six (6) Units \$ 758,646.00

ACCEPTED

PLEASE NOTE**MBE/WBE REQUIREMENTS**

Please be advised that, if it is determined by the City of Chicago that Mid-America Truck and Equipment Company is the lowest responsible bidder, we will act to submit all required Schedule C-1s, D-1s and letters of certification to the office of the Head Purchase Contractor Administrator within a period of approximately ten working days following receipt of formal notification of expected contract award by the City of Chicago Department of Procurement Services.

DELIVERY SCHEDULE

Production will be scheduled to commence *approximately* 120 to 180 days following receipt of purchase order. Following the completion of an initial prototype vehicle and its subsequent review and approval by a duly appointed representative of the City of Chicago, production will proceed at an average rate of 1 to 2 units every forty-five days until the order is completed in its entirety.

Please be advised that our specified delivery schedule is contingent upon the chassis manufacturer's ability to produce and deliver the specified trucks to the installer in a timely manner.

EQUIPMENT INSTALLATION

It is the intent of Mid-America Truck & Equipment Company, Inc. to provide the City of Chicago with a competitively priced product of the very highest quality in a timely manner that will faithfully serve the customer for many years to come. The assembly of the proposed vehicles shall be performed locally by Mid-America Truck & Equipment Company, Inc. at our mounting plant in Elmhurst, Illinois. As the authorized distributor for Time Manufacturing in the greater Chicagoland area, you can be confident that all equipment upfitting will be performed by a staff of highly qualified installers who possess an extensive range of experience in the mounting, operation and maintenance of Versalift products. Local assembly will also provide authorized representatives of the City of Chicago with the benefit of ongoing access to the vehicles throughout the mounting process. Representatives of the City of Chicago are welcome to visit our facility at anytime during our normal business hours.

VALIDITY

In accordance with City of Chicago Requirements For Bidders And Instructions To Bidders, reference Section IV, our quoted price shall remain firm for a period of sixty (60) days.

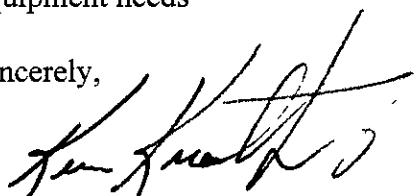
ACCEPTED

ADDITIONAL

Descriptive product literature and manufacturer's specifications have been included for your review, in accordance with City of Chicago published requirements.

Thank you for the opportunity to bid on this equipment If you have any questions, or require additional information, please don't hesitate to call upon us. We look forward to serving your equipment needs

Sincerely,



Kevin Krotky
Territory Manager
Municipal Product Sales

ACCEPTED



ALTERNATE PROPOSAL (INTERNATIONAL CAB/CHASSIS)

April 1, 2002

CITY OF CHICAGO

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

Attention David E. Malone
 Chief Procurement Officer

Subject **CITY OF CHICAGO SPECIFICATION NO.: B1-07053-07**

Dear Mr. Malone,

Mid-America Truck and Equipment Company acknowledges receipt of the City of Chicago's invitation to bid, and Note of Revision, Addendum No 1 dated March 15, 2002, on Cab/Chassis With Utility Bodies, Telescopic Articulated Booms, 54' Working Height Personnel Buckets and Material Handlers, as required for use by the City of Chicago Department of Streets & Sanitation, Bureau of Electricity c/o Department of Fleet Management, reference City of Chicago Specification No B1-07053-07 We are pleased to submit the following "ALTERNATE" proposal for your review and consideration

We propose to furnish the 2002 International Model 4300 4X2 Cab/Chassis, complete with Time Manufacturing Versalift Model VST-5000-MHI telescoping, articulated aerial platform lift with material handler and Knapheide Model 6167HC-SP steel utility body and related accessories.

Total Price Per Unit \$ 129,675.00 Total Price For Six (6) Units \$ 778,050.00

PLEASE TAKE NOTE OF THE FOLLOWING

Attached please find copies of City of Chicago Specification Document No B1-07053-07, Proposal Page 69, and City of Chicago Bid Data Pages Numbered 70 through 80, as it pertains to the vehicle pricing and chassis specific portion bid data associated with our "ALTERNATE" proposal. All other documentation as required by the City of Chicago, reference Specification Document No B1-07053-07, Pages Number 1 through 68 and Pages Numbered 81 through 99, and respective attachments, are included with the primary bid proposal and documentation, and their content is to be regarded as identical for the purpose of this "ALTERNATE" Proposal

ALTERNATE PROPOSAL (INTERNATIONAL CAB/CHASSIS)**MBE/WBE REQUIREMENTS**

Please be advised that, if it is determined by the City of Chicago that Mid-America Truck and Equipment Company is the lowest responsible bidder, we will act to submit all required Schedule C-1s, D-1s and letters of certification to the office of the Head Purchase Contractor Administrator within a period of approximately ten working days following receipt of formal notification of expected contract award by the City of Chicago Department of Procurement Services.

DELIVERY SCHEDULE

Production will be scheduled to commence *approximately* 120 to 180 days following receipt of purchase order. Following the completion of an initial prototype vehicle and its subsequent review and approval by a duly appointed representative of the City of Chicago, production will proceed at an average rate of 1 to 2 units every forty-five days until the order is completed in its entirety.

Please be advised that our specified delivery schedule is contingent upon the chassis manufacturer's ability to produce and deliver the specified trucks to the installer in a timely manner.

EQUIPMENT INSTALLATION

It is the intent of Mid-America Truck & Equipment Company, Inc. to provide the City of Chicago with a competitively priced product of the very highest quality in a timely manner that will faithfully serve the customer for many years to come. The assembly of the proposed vehicles shall be performed locally by Mid-America Truck & Equipment Company, Inc. at our mounting plant in Elmhurst, Illinois. As the authorized distributor for Time Manufacturing in the greater Chicagoland area, you can be confident that all equipment upfitting will be performed by a staff of highly qualified installers who possess an extensive range of experience in the mounting, operation and maintenance of Versalift products. Local assembly will also provide authorized representatives of the City of Chicago with the benefit of ongoing access to the vehicles throughout the mounting process. Representatives of the City of Chicago are welcome to visit our facility at anytime during our normal business hours.

VALIDITY

In accordance with City of Chicago Requirements For Bidders And Instructions To Bidders, reference Section IV, our quoted price shall remain firm for a period of sixty (60) days.

*RECEIVED
4/1/02*

CITY OF CHICAGO SPECIFICATION NO.: B1-07053-07

APRIL 1, 2002

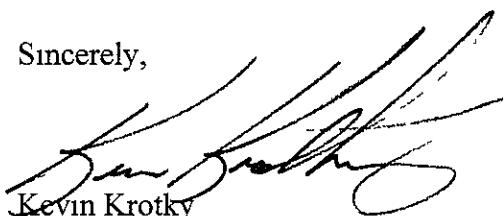
ALTERNATE PROPOSAL (INTERNATIONAL CAB/CHASSIS)

ADDITIONAL

Descriptive product literature and manufacturer's specifications have been included for your review, in accordance with City of Chicago published requirements

Thank you for the opportunity to bid on this equipment. If you have any questions, or require additional information, please don't hesitate to call upon us We look forward to serving your equipment needs

Sincerely,



Kevin Krotky
Territory Manager
Municipal Product Sales

VK
CC Kevin

March 15, 2002
ADDENDUM NO. 1

MAR 25 2002

TO
SPECIFICATION NO. B1- 3-07
FOR

**Cab/Chassis with Utility Bodies, Telescopic Articulated Booms, 54' Working Height
Personnel Buckets and Material Handlers**

For which bids were scheduled be opened in the Bid and Bond Room, Room 301, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602 at 11 00 A M , C S.T , on Monday, March 25, 2002

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

**BIDDERS WILL ACKNOWLEDGE RECEIPT OF THIS
ADDENDUM IN THE SPACE PROVIDED ON THE APPROPRIATE EXECUTION PAGE**

NOTICE OF REVISIONS/CHANGES

- 1 On Page 64 of the Detailed Specifications, Section 26 02, Buckets and Controls, change this section to read.

“Bucket must have a hydraulic rotator, operated by a control lever, which rotates the bucket a minimum of 90° Bucket leveling must be controlled by a two cylinder arrangement The leveling system must be capable of activation from the upper or lower controls Upper and lower controls must be protected by a suitable guard The bucket must be readily detachable and interchangeable among all units purchased hereunder A lanyard anchor must be provided on the upper bucket support, two safety harnesses (size XL) and a bucket cover must be provided per vehicle ”
- 2 On page 65 of the Detailed Specifications, Section 27 00, Material Handling Jib and Winch, delete Section 27.04 in its entirety
3. The Bid Opening Date is hereby postponed from Monday, March 25, 2002 at 11.00 A M to Monday, April 1, at 11 00 A M

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

**DAVID E. MALONE
CHIEF PROCUREMENT OFFICER**

BID DATA

PROPOSAL

The bidder is requested to complete the appropriate information 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".

1 FRAME

1.1 GENERAL.

- A) SIDERAIL TYPE Heat treated steel
- B) SIDERAIL SECTION 10.1X3.58X .312
- C) REINFORCEMENT TYPE N/A
- D) REINFORCEMENT SECTION X N/A X
- E) REINFORCEMENT TERMINATED (FRONT) N/A
- F) REINFORCEMENT TERMINATES (REAR) N/A

1.2 RATINGS:

- A) SECTION MODULUS 14.85
- B) YIELD STRENGTH (P.S.I.) 120,000
- C) R.B.M. 1,780,800

2 ENGINE

2.1 GENERAL.

- A) MAKE International
- B) MODEL DT-466
- C) CYLINDERS 6
- D) DISPLACEMENT (C.I.D.) 466
- E) ASPIRATION TYPE Turbocharged Air to Air Intercooled

2.2 RATINGS (MFG'S. PUBLISHED):

- A) MAX S.A.E GROSS H.P 237 @ 2300 RPM
- B) MAX S.A.E. NET H.P 234 @ 2300 RPM
- C) MAX S.A.E GROSS TORQUE 620 @ 1400 RPM
- D) MAX S.A.E NET TORQUE 613 @ 1400 RPM
- E) GOVERNED SPEED 2600 RPM

2.3 FILTRATION:

- A) AIR FILTER TYPE S W/RESTRICTION GAGE? Yes
- B) FUEL FILTER QTY/TYPE 1 Spin-on
- C) OIL FILTER TYPE? CAPACITY Spin-on, 1 gallon
- D) BY-PASS FILTER TYPE Racor

2.4 COOLING:

- A) SYSTEM CAPACITY (GAL.) 7.25

BID DATA

- B) RADIATOR FRONTAL AREA (SQ. IN.) 516
C) RADIATOR FINS/INCH 16

2.5 EXHAUST.

- A) HORIZONTAL Yes
B) VERTICAL, SHIELDED N/A
C) VERTICAL, UNSHIELDED N/A

3 TRANSMISSION

3.1 GENERAL.

- A) MAKE Allison
B) MODEL MD 3560P
C) SPEEDS 5
D) MAX. INPUT TORQUE RATING 800
E) MAX. INPUT H.P. RATING 275

3.2 RATIOS:

- 1ST GEAR 4.59 :1
2ND GEAR 2.25 :1
3RD GEAR 1.54 :1
4TH GEAR 1.00 :1
5TH GEAR 0.75 :1
6TH GEAR N/A :1
7TH GEAR N/A :1
REVERSE 5.00 :1

4 CLUTCH (IF APPLICABLE)

4.1 GENERAL:

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

5 AXLES

5.1 GENERAL (FRONT):

- A) MAKE International
B) MODEL I-120SG
C) PUBLISHED WT. RATING @ GRD. 12,000 lbs.
D) SPEED(S) N/A (IF APPLICABLE)
E) RATIO(S) N/A (IF APPLICABLE)
F) REDUCTION (SSL. OR DBL) N/A (IF APPLICABLE)

ALTERNATE BID

PROPOSAL

SPEC NUMBER: B10705307

BID DESCRIPTION: TRUCK, CAB/CHASSIS W/UTILITY BODY

DELIVER PREPAID TO: VARIOUS CITY AGENCIES

CONTRACT ADMINISTRATOR: 04 MICHAEL SMITH 312-744-4910

VENDOR CONTACT

REGARDING BID: Kevin Krotky PHONE NUMBER : 630-834-7300, ext. 216

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.

BID LINE	COMMODITY	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
0001	070-53-23-100 TRUCK, CAB/CHASSIS W/UTILITY BODY	6	EA	\$129,675.00	\$778,050.00

TELESCOPIC ARTICULATED BOOM, 54' BUCKET AND MATERIAL HANDLER

COMMENTS: "ALTERNATE" Cab/Chassis, International 4300 4x2 Conventional Cab.

TOTAL PRICE: \$ 778,050.00

BID DATA

5 2 GENERAL (REAR):

- A) MAKE Dana S-Picer
B) MODEL 23090S
C) PUBLISHED WT RATING @ GRD 23,000
D) SPEED(S) 1 (IF APPLICABLE)
E) RATIO(S) 6.50 (IF APPLICABLE)
F) REDUCTION (SSL. OR DBL.) N/A (IF APPLICABLE)

6 BRAKES

6.1 SYSTEM. (CHECK ONE):

- A) AIR Yes
B) HYDRAULIC No

6 2 GENERAL (AIR):

- A) MAKE/TYPE, FRONT Meritor S-Cam
B) MAKE/TYPE, REAR Meritor S-Cam
C) BRAKE SIZE, FRONT 15.0 x 4.0
D) BRAKE SIZE, REAR 16.5 x 7.0
E) COMPRESSOR MAKE/MODEL Bendix Tu-Flo 550
F) COMPRESSOR DISPLACEMENT 13.2 cfm
G) AIR DRYER MAKE/MODEL Bendix AD-9

6 3 GENERAL (HYDRAULIC)

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

6 4 GENERAL (PARKING BRAKE)

- A) MAKE MGM
B) TYPE Spring Type
C) SIZE 30" Diaphragm area (sq.in.)

7 SPRINGS/SUSPENSION

7 1 GENERAL (FRONT):

- A) SPRING TYPE Parabolic taper leaf
B) SPRING CAPACITY RATING @ GROUND 6.00@/SPRING

7.2 GENERAL (REAR):

- A) SUSPENSION MAKE International

BID DATA

- B) SUSPENSION TYPE Vari-rate
- C) SPRING TYPE Leaf
- D) SPRING CAPACITY RATING @ GROUND 11750 P/SPRING
- E) AUX. SPRING CAPACITY RATING @ PAD 2250 P/SPRING

8 TIRES/WHEELS

8.1 WHEELS (FRONT):

- A) MAKE Disc Budd
- B) TYPE Hub piloted
- C) WEIGHT CAPACITY 12,000 per pair

8.2 RIMS (FRONT):

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

8.3 TIRES (FRONT):

- A) MAKE Goodyear
- B) MODEL G-186
- C) SIZE & PLY RATING 11R22.5 16 ply
- D) REV'S PER MILE 497
- E) WEIGHT CAPACITY 6000@ 100 P.S.I.

8.4 WHEELS (REAR):

- A) MAKE Disc Budd
- B) MODEL Hub piloted
- E) WEIGHT CAPACITY 23,00 per dual

8.5 RIMS (REAR):

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

8.6 TIRES (REAR):

- A) MAKE Goodyear
- B) MODEL G-186
- C) SIZE & PLY RATING 11R22.5 16 ply
- D) REV'S PER MILE 497
- E) WEIGHT CAPACITY 5750 @ 100 P.S.I.

9 ELECTRICAL

9.1 BATTERIES.

- A) MAKE International
- B) MODEL Fleetrite Group 31

BID DATA

C) QUANTITY 3
D) VOLTAGE 12 Volt
E) C.C.A. (COMBINED) 1950
F) RESERVE CAPACITY 540 25 amps @ 80 deg. F (min) 2.

9.2 ALTERNATOR:

A) MAKE Delco Remy
B) MODEL 22-SI
C) CAPACITY (AMPERES) 14S
D) AMPS @ IDLE 65.4

9.3 STARTER:

A) MAKE Delco Remy
B) MODEL MF-41 Type 450
C) VOLTAGE 12 volt

9.4 CIRCUIT PROTECTION: (CHECK ONE)

A) REPLACEABLE FUSES N/A
B) CIRCUIT BREAKERS Yes

9.5 SYSTEM POLARITY: (CHECK ONE)

A) POSITIVE X
B) NEGATIVE N/A

10 EQUIPMENT/ACCESSORIES

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

10.1 ENGINE BLOCK HEATER:

A) MAKE/MODEL Phillips
B) WATTS 1250

10.2 ENGINE SHUT-DOWN SYSTEM:

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

10.3 FRAME EXTENSION:

A) INTEGRAL OR BOLT-ON? N/A
B) DIMENSIONS N/A
C) R.B.M N/A

10.4 FUEL TANK(S).

A) QUANTITY 1

BID DATA

B) CAPACITY 50 gallons
C) LOCATION Rt/passenger side
D) TYPE OF SIPHON PROTECTION N/A

10.5 GAUGES

A) LIST ALL GAUGES PROVIDED
Air Cleaner
Air Pressure Primary & Secondary
Fuel - Engine Oil Pressure
Water Temp - Tachometer
Voltmeter - Transmission Oil Temperature
Speedometer - Hourmeter

10.6 HEATER/PROTECTION.

A) BTU RATING N/A

10.7 HOOD/FENDERS:

A) HOOD CONFIGURATION Tilt forward
B) HOOD MATERIAL Fiberglass
C) FENDER MATERIAL Fiberglass
D) BUTTERFLY/ACCESS HATCHES (Y/N) No

10.8 HOURMETER (ENGINE).

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

10.9 MIRRORS

A) TYPE Lang Mekra
B) SIZE 7.44 x 14.84
C) QUANTITY Two (with convex)
D) HEATED (Y/N) No

10.10 POWER TAKE-OFF:

A) MAKE/MODEL Chelsea 277X6FSP B5XK
B) H.P. @ 1,000 R.P.M. OF OUTPUT SHAFT 63.3
C) RIGHT OR LEFT MOUNT? TBD
D) RATIO TBD

10.11 SEATING:

FRONT:

A) CAPACITY 3, 1/3 - 2/3
B) BENCH OR BUCKETS? Both
C) DRIVER'S SEAT MAKE Gra-Mag

REAR:

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

BID DATA

10.12 SHOCK ABSORBERS

- A) FRONT? Yes REAR? No
B) MAKE Monroe
C) PISTON DIAMETER 1.75 Bore
D) SINGLE OR DOUBLE ACTING? Single

10.13 SHUTTERS

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

10.14 STARTING AID

- A) TYPE Ether
B) MAKE/MODEL Zero Start
C) ACTIVATED HOW? Electric Push Button

10.15 STEERING

- A) WEIGHT CAPACITY 12,000 lbs.
B) MANUAL OR POWER? Power
C) STEERING GEAR RATIO 20.4

11 BODY AND MOUNTED EQUIPMENT

11.1 BODY.

- A) TYPE Steel Utility
B) MAKE/MODEL Knapheide 6167HC-SP
C) DIMENSIONS 167.25" L x 94" W x 50" H
D) CAPACITY N/A
E) WEIGHT 2,650 lbs. approximate
F) MATERIAL(S) Galvanneal Steel
G) LITERATURE FURNISHED HEREWITH? Yes

11.2 HOIST

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

11.3 AERIAL DEVICE.

- A) MAKE/MODEL Time Mfg Versalift VST-5000-MHI
B) TELESCOPIC OR ARTICULATED? Telescopic, Articulated
C) VERTICAL REACH (MAX.) 54 ft. (working height)
D) HORIZONTAL REACH (MAX.) 36 ft.
E) LIFTING CAPACITY (MAX.) 1,000 lbs.
F) WEIGHT 6,430 lbs.
G) LITERATURE FURNISHED HEREWITH? Yes

BID DATA

- 11.4 LIFT GATE
A) MAKE/MODEL N/A
B) WEIGHT CAPACITY N/A
C) PLATFORM SIZE N/A
D) NUMBER OF CYLINDERS N/A *DW/CF*
E) CYLINDER DIAMETER N/A *L*
F) WEIGHT N/A
G) LITERATURE FURNISHED HEREWITH? N/A
- 11.5 FIFTH WHEEL:
A) MAKE/MODEL N/A
B) MOUNTING HEIGHT N/A
C) MANUALLY OR AIR OPERATED N/A
D) WEIGHT N/A
E) LITERATURE FURNISHED HEREWITH? N/A
- 11.6 SNOW PLOW/HITCH
A) PLOW MAKE/MODEL N/A
B) PLOW LENGTH N/A
C) REVERSIBLE N/A
- 11.7 SALT SPREADERS
A) MAKE/MODEL N/A
B) HOPPER CAPACITY N/A
C) DIMENSIONS N/A
D) HOPPER MATERIAL N/A
E) SPINNER MATERIAL N/A
F) CONVEYOR WIDTH N/A
G) WEIGHT N/A
H) LITERATURE FURNISHED HEREWITH? N/A

12. PERFORMANCE DATA

12.1 MAXIMUM GEARED SPEED = 66 mph (level road)

12.2 GRADEABILITY = 35.7 @ 2416 rpm (80% off in 1st gear)

13. WEIGHT DISTRIBUTION

	FRONT	REAR	TOTAL
A) CAB/CHASSIS	<u>6809</u>	<u>3947</u>	<u>10,756</u>
B) DRIVER	<u>188</u>	<u>62</u>	<u>250</u>
C) FUEL	<u>266</u>	<u>89</u>	<u>355</u>
D) BODY	<u>775</u>	<u>1875</u>	<u>2,650</u>
E) <u>Aerial Lift</u>	<u>2092</u>	<u>4338</u>	<u>6,430</u>
F) _____	_____	_____	_____
G) _____	_____	_____	_____

BID DATA

H)			
I) SUB-TOTALS	<u>10130</u>	<u>10311</u>	<u>20441</u>
J) PAYLOAD (MAX)	<u>1870</u>	<u>12689</u>	<u>14559</u>
K) TOTALS	<u>12000</u>	<u>23000</u>	<u>35000</u>

14. MAKE(S) AND MODEL(S) PROPOSED:

International Model 4300 4x2 Chassis with Conventional Cab

Versalift (Time Mfg) Model VST-5000-MHI Aerial Device

Knapheide Manufacturing Model 6167HC-SP Steel Line Body

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

16. SUPPLEMENTAL INFORMATION

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

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

<u>Component/Feature</u>	<u>Coverage</u>	<u>Proposed Mileage/Hour Limitation</u>
Complete Unit	<u>2</u> Years	<u>Unlimited</u> Mi /Hrs
Engine	<u>3</u> Years	<u>150,000</u> Mi. <u>240,000</u> Hr. Mi./Hrs
Transmission:	<u>2</u> Years	<u>Unlimited</u> Mi./Hrs.
Chassis/Frame:	<u>7</u> Years	<u>Unlimited</u> Mi./Hrs.
Corrosion	<u>5</u> Years	<u>Unlimited</u> Mi /Hrs
Other	<u>Years</u>	<u>Mi./Hrs.</u>

BID DATA

17 TRAINING OFFERED

Professionally conducted training sessions shall be provided in compliance with City of Chicago published requirements, reference "Training/Technical Assistance", Special Conditions, Page 15 of 99.

18 PARTS/SERVICE AVAILABILITY (CHECK ONE)

- (X) The bidder currently holds a contract covering parts/service for this make/type of equipment.
() A quotation covering parts and labor pricing for "non-warranty" service is submitted herewith.
() OTHER _____

19 LOCATION OF REPAIR AND MAINTENANCE SHOP: 625 South Route 83, Elmhurst, Illinois 60126

20. INDICATE IF YOU ARE

MANUFACTURER:

YES _____ NO: XXX

EXCLUSIVE DISTRIBUTOR*

YES: XXX NO: _____

AUTHORIZED DISTRIBUTOR*

YES: XXX NO: _____

AUTHORIZED SERVICE REPRESENTATIVE*

YES: XXX NO: _____

* If an exclusive or authorized distributor or service representative, bidder should provide the name, address and phone number of manufacturer and attach to the bid written documentation verifying status.

21. EXCEPTIONS, IF ANY, TO PROVISION(S) OF THE DETAILED SPECIFICATION

Section No 16.04 (Page 59) Description Seating

Seating consists of a Gra-Mag Non-Suspension Drivers Seat and Two-Man Stationary Passenger Seat with Headrest and Fixed Back. Specified Bench Seat is Not Currently Offered by the Manufacturer/

Section No.: 16.15 (Page 60) Description Door Keys

All units to be provided will be keyed alike, but due to new key design, new keys will not be interchangeable with City's existing vehicles.

NOTE: EACH BIDDER/PROPOSER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT

Specification: B1-07053-07, CAB/CHASSIS, TELESCOPIC ARTICULATED BOOMS, PERSONNEL BUCKETS & HANDLERS, Page 79 of 99

BID DATA

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)

PERSON TO CONTACT REGARDING THIS BID

NAME. Kevin Krotky

PHONE (630) 834-7300, ext. 216

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/26/02

PRODUCER

TRAYNOR & DUFFY, INC.
111 W JACKSON BLVD, STE 1134
CHICAGO, IL 60604
(312) 341-1111 FAX: 341-1133

INSURED

MID-AMERICA TRUCK & EQUIPMENT CO.
14535 JOHN HUMPHREY DRIVE
ORLAND PARK, IL 60462

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

COMPANIES AFFORDING COVERAGE

COMPANY A THE HARTFORD

COMPANY B

COMPANY C

COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	20UVNQM1403 CONTINUOUS UNLESS	05/11/02 CANCELED	05/11/03	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> DEALER TAG - 1	20UVNQM1403 CONTINUOUS UNLESS	05/11/02 CANCELED	05/11/03	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS \$ EL EACH ACCIDENT \$ EL DISEASE POLICY LIMIT \$ EL DISEASE EA EMPLOYEE \$
A	OTHER PROPERTY	20UVNQM1403 CONTINUOUS UNLESS	05/11/02 CANCELED	05/11/03	CONTENTS LIMIT \$4,250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL INSURED: CITY OF CHICAGO
AS RESPECT: SPEC. NO.: B1-07053-07

CERTIFICATE HOLDER

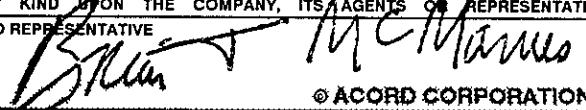
CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICE
121 N. LASALLE, ROOM 403
CHICAGO, ILLINOIS 60602

ATTN: MICHAEL L SMITH
ACORD 25-S (1/95)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE


© ACORD CORPORATION 1988

REC#454

UNTITLED-122

ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ 758,646.00 D.U.R.

Fund Chargeable: 01-449-40-1005-3030-0450-45340131

Richard M. Daley
Mayor
Frances S. Sellen Jr.
City Comptroller
Debra L. Malaspina
Chief Procurement Officer

Contract Awarded and Released on

this 21 day of June, 20 02
PAS

Approved as to form and legality:

John McCormack
Assistant Corporation Counsel

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/26/2002

PRODUCER (630) 539-3733 FAX (630) 9-9723
AFC Insurance Agency, Inc
 150 S. Bloomingdale Rd # 210
 Bloomingdale, IL 60108

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

INSURERS AFFORDING COVERAGE

INSURED Mid-America Truck & Equipment Co., Inc.
 625 S. Route 83
 Elmhurst, IL 60126

INSURER A **Westport Insurance Corporation**

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY				EACH OCCURRENCE \$												
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$												
	CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$												
					PERSONAL & ADV INJURY \$												
					GENERAL AGGREGATE \$												
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS COMP/OP AGG \$												
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$												
	ANY AUTO				BODILY INJURY (Per person) \$												
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$												
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$												
	Hired AUTOS																
	NON OWNED AUTOS																
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$												
	ANY AUTO				OTHER THAN EA ACC \$												
					AGG \$												
	EXCESS LIABILITY				EACH OCCURRENCE \$												
	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$												
					\$												
	DEDUCTIBLE				\$												
	RETENTION \$				\$												
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WCX0009530	03/29/2002	03/29/2003	<table border="1"> <tr> <td>WC STATUS</td> <td>X</td> <td>OTHR</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> <td>500,000</td> </tr> <tr> <td>E L DISEASE EA EMPLOYEE</td> <td>\$</td> <td>500,000</td> </tr> <tr> <td>E L DISEASE POLICY LIMIT</td> <td>\$</td> <td>500,000</td> </tr> </table>	WC STATUS	X	OTHR	E L EACH ACCIDENT	\$	500,000	E L DISEASE EA EMPLOYEE	\$	500,000	E L DISEASE POLICY LIMIT	\$	500,000
WC STATUS	X	OTHR															
E L EACH ACCIDENT	\$	500,000															
E L DISEASE EA EMPLOYEE	\$	500,000															
E L DISEASE POLICY LIMIT	\$	500,000															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Ref. City of Chicago Specification No. B1-07053-07

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION
<p>City of Chicago Department of Procurement Attn: Michael L. Smith 121 N. LaSalle, Room 403 Chicago, IL 60602</p>		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES</p> <p><i>Richard Mason</i></p> <p>AUTHORIZED REPRESENTATIVE</p>