

## Contract Summary Sheet

**Contract (PO) Number:** 9982

**Specification Number:** 35680

**Name of Contractor:** R G SMITH EQUIPMENT CO.

**City Department:** DEPT OF FLEET MGMT

**Title of Contract:** DUMP TRAILERS

**Term of Contract: Start Date:** 11/1/2005

**End Date:** 10/31/2008

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$809,580.00

**Brief Description of Work:** DUMP TRAILERS

**Procurement Services Contract Area:** VEHICLES/HEAVY EQUIPMENT (CAPITAL)

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 1070538  
**Submission Date:**

**NOV 14 2005**

VENDOR NO.: 1070538 A

CONTRACT NO.: \_\_\_\_\_

SPECIFICATION NO. 35680  
RFQ NO. 1575

DUMP TRAILERS

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM THE DATE OF CONTRACT AWARD AND RELEASE

STARTING: Nov 1, 2005

THROUGH: Oct 31, 2008

REQUIRED FOR USE BY CITY OF CHICAGO



VARIOUS CITY DEPARTMENTS  
c/o THE DEPARTMENT OF FLEET MANAGEMENT

Fund Number: [REDACTED]

Bid Deposit: None  
Drawings: None

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

**EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE**  
All signatures to be sworn to before a Notary Public

All Bids / Proposals must be sealed and received NO LATER than 11:00 a.m., Chicago Time  
on Friday, August 12, 2005. All bids will be read publicly in the  
Bid and Bond Room, Room 301, City Hall.

Issued by:

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

Richard M. Daley  
Mayor  
CA/rp

Mary A. Dempsey  
Interim Chief Procurement Officer



**LEGAL ADVERTISEMENT**  
**MONDAY, JULY 18, 2005**  
**CITY OF CHICAGO**  
**DEPARTMENT OF**  
**PROCUREMENT SERVICES**

Sealed Bids/Proposals will be received by the City of Chicago, on the date and times (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:

**NOTICE OF BID/POSTPONEMENT FOR:**

**DESCRIPTION:** 60th St and Harrison Water Intake Crisis Generator Replacement Systems Monitoring and Communication Upgrade and Void/Topping Slab Repair.

**ADDENDUM #1 IS AVAILABLE IN THE BID AND BOND ROOM, CITY HALL, ROOM 301.**

**D.W.M. PROJECT NO.: 03-101**

**SPECIFICATION NO.: 36215**

**RFC NUMBER: 36205**

**ORIGINAL AD DATE: Monday, June 13, 2005**

**ORIGINAL BID/PROPOSAL OPENING DATE: Wednesday, July 20, 2005**

**TIME: 11:00 A.M.**

**NEW BID/PROPOSAL OPENING DATE: Tuesday, August 16, 2005**

**TIME: 11:00 A.M.**

**CONTACT: Lynnette Terrell, Phone: 312-744-9769, e-mail: terrell@cityofchicago.org**

**DESCRIPTION: New Street Construction**

**North Area - Project 2**

**C.D.O.T. PROJECT NO.: B-3-322**

**SPECIFICATION NO.: 33417**

**RFC NUMBER: 1659**

**ESTIMATE BETWEEN: \$1,000,001.00 and \$5,000,000.00**

**BID/PROPOSAL DEPOSIT: 5% of the Total Total Bid**

**PLAN DEPOSIT: \$50.00**

**BID/PROPOSAL OPENING DATE: Wednesday, August 3, 2005**

**TIME: 11:00 A.M.**

**CONTACT: Lynnette Terrell, Phone: 312-744-9769, e-mail: terrell@cityofchicago.org**

**DESCRIPTION: DUMP TRAILERS**

**SPECIFICATION NO.: 35600**

**RFC NUMBER: 1576**

**BID/PROPOSAL OPENING DATE: Friday, August 12, 2005**

**TIME: 11:00 A.M.**

**CONTACT: Carolyne Alcaraz, Phone: (312) 744-9776, e-mail: calcaraz@cityofchicago.org**

**NOTICE OF BID/PROPOSAL POSTPONEMENT FOR:**

**DESCRIPTION: TOW-BEHIND RUNWAY BROOMS WITH DEICING SYSTEMS**

**NOTICE OF REVISION ADDENDUM NO. 1 DATED JULY 17, 2005 IS AVAILABLE FOR PICK UP**

**SPECIFICATION NO.: 35620**

**RFC NUMBER: 1580**

**ORIGINAL AD DATE: Friday, June 17, 2005**

**ORIGINAL BID/PROPOSAL OPENING DATE: Monday, July 17, 2005**

**TIME: 11:00 A.M.**

**NEW BID OPENING DATE: Monday, August 8, 2005**

**TIME: 11:00 A.M.**

**CONTACT: Michael L. Smith, Phone: (312) 744-9704, E-mail: michael.smith@cityofchicago.org**

**NOTICE OF BID/PROPOSAL POSTPONEMENT AND ADDENDUM**

**DESCRIPTION: WOODEN BATH SPAS**

**Addendum #1 is available from the Bid and Bond Room, City Hall, Room 301. Addendum No.1 has been issued to all companies listed on the Specification Take Out List.**

**SPECIFICATION NO.: 35620**

**RFC NUMBER: 1580**

**ORIGINAL AD DATE: Wednesday, July, June 22, 2005**

**ORIGINAL BID OPENING DATE: Tuesday, July 19, 2005, 11:00 a.m.**

**NEW BID OPENING DATE: Monday, August 8, 2005, 11:00 a.m.**

**CONTACT: Vicki Velez, Phone: (312) 744-9760, E-mail: vicki.velez@cityofchicago.org**

**Bids/Proposals submitted with Bids/Proposals deposited in the amount of \$500.00 or more, accompanied by a cashier's check, money order, or the amount of the deposit in the name of the responsible bank or financial institution for a business located in the United States and made payable to the City of Chicago, cash, non-certified checks, or comparable documents, will be acceptable forms of Bids/Proposals deposits.**

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**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 all Bids/Proposals if deemed in the best interest of the City of Chicago.**

**RICHARD M. DALEY, MARY A. DEMSEY, MAYOR, INTERIM CHIEF PROCUREMENT OFFICER**

**A COMPLETE LIST OF BID OPENINGS CAN BE FOUND ON THE INTERNET**

**http://www.cityofchicago.org/purchasing/**



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**SPECIFICATION NO.: 33417**

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**CONTACT: Michael L. Smith, Phone: (312) 744-9704, E-mail: michael.smith@cityofchicago.org**

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## **1. GENERAL CONDITIONS**

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

### **1.1. BID DEPOSIT**

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

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

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

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

### **1.2. RETURN OF BID DEPOSIT**

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

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

### **1.3. PREPARATION OF PROPOSAL**

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

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

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

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

#### **1.4. SUBMISSION OF PROPOSALS**

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

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

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

#### **1.5. WITHDRAWAL OF PROPOSALS**

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

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

#### **1.6. 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.

#### **1.7. CONSIDERATION OF PROPOSALS**

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

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

## **1.8. ACCEPTANCE OF PROPOSALS**

The Chief Procurement Officer will accept in writing one of the proposals or more, if Basis of Award in Special Conditions allows for multiple awards and/or reject any/all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

## **1.9. PERFORMANCE BOND**

When required by the Chief Procurement Officer, the successful bidder or bidders must, within seven (7) calendar days of receipt of notice from the City, furnish a 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 will 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 2-92 of the Municipal Code of Chicago.

## **1.10. 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 will be retained by the City as liquidated damages and not as a penalty.

## **1.11. INTERPRETATION OF CONTRACT DOCUMENTS**

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

## **1.12. CATALOGS**

Each bidder must 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 bidder proposes to furnish.

## **1.13. TRADE NAMES**

In cases where an item is identified by a manufacturers 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.

#### **1.14. TAXES**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. [REDACTED] and State of Illinois Sales Tax does not apply by virtue of Exemption No. [REDACTED]. 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.

#### **1.15. 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. Special Conditions.
- D. Plans or City Drawings, if any.
- 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. Performance Bond, if required.

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

#### **1.16. NOTICES**

All communications and notices herein provided for shall be faxed, delivered personally, electronically mailed, or mailed first class, postage prepaid, to the Contractor by name and address listed on the proposal hereof to the Commissioner of the using department 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.

## **1.17. NON-DISCRIMINATION**

### **A. Federal Requirements**

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

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

### **B. State Requirements**

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

### **C. City Requirements**

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

## **1.18. INDEMNITY**

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

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

"**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings or judgments, any or all

of which in any way arise out of or relate to Contractor's breach of this Contract or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors or licensees.

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

To the extent permissible by law, Contractor waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2nd 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute or judicial decision.

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

## **1.19. PREVAILING WAGE ACT**

The Contractor must comply with "AN ACT" regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works. Attention is called to 820 ILCS 130/0.01 et seq.

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, will 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.

## **1.20. LIVING WAGE ORDINANCE**

A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:

1. if the Contractor has twenty-five (25) or more full-time employees, and
2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
3. The Contractor must pay its Covered Employees, and must assure that all other Performing

Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.

- B. The Contractors obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. As of July 1, 2005, the Base Wage is \$9.68 per hour. Each July 1st, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

## **1.21. SUBLetting OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

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

## **1.22. SUBCONTRACTORS**

The Contractor must, within one (1) week after execution of the contract, notify the Chief Procurement Officer, in writing, of the names of all subcontractors it will use for principal parts of the work and the names of major material suppliers to be used and will not employ any that the Chief Procurement Officer may object to as incompetent or unfit.

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

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

### **1.23. SUBCONTRACTORS WITH DISABILITIES**

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

### **1.24. DEMURRAGE AND RE-SPOTTING**

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

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

### **1.25. MATERIALS INSPECTION AND RESPONSIBILITY**

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

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

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

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

### **1.26. CASH BILLING DISCOUNT**

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

### **1.27. PRICE REDUCTION**

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

(10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

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

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

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

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

## **1.28. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1**

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

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

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

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

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

default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

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

## **1.29. CONFLICTS OF INTEREST**

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

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

### **1.30. GOVERNMENTAL ETHICS ORDINANCE**

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

### **1.31. DISCLOSURE OF OWNERSHIP**

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

### **1.32. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1**

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

### **1.33. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL**

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

### **1.34. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO**

- 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 complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.
- 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.

### **1.35. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO**

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

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

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

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

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

### **1.36. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS**

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

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private

"business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

### **1.37. MACBRIDE PRINCIPLES ORDINANCE**

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

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

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

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

### **1.38. CONTRACTOR CERTIFICATION**

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

### **1.39. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE**

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

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

For those bidders in competitive bid contracts, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible

bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

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

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

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

#### **1.40. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE**

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

No person or business entity will be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that 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 will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

#### **1.41. FEDERAL TERRORIST (NO-BUSINESS) LIST**

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

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by

another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### **1.42. COMPLIANCE WITH ALL LAWS**

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

#### **1.43. DEFAULT**

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

#### **1.44. DISPUTES**

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

## **2. SPECIAL CONDITIONS**

### **2.1. PERFORMANCE BOND**

No Bond Required.

### **2.2. CONTRACT INSURANCE REQUIREMENTS**

The Contractor must 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) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

##### **2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of 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 (Primary and Umbrella)**

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

##### **4) Property**

The Contractor is responsible for all loss or damage to City property at full replacement cost.

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

## **B. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

## **2.3. PURCHASE ORDER RELEASES**

Requests for units or equipment in the form of purchase order releases will be issued by the Department of Fleet Management and sent to the Contractor to be applied against the contract. Purchase order releases 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.

## **2.4. INVOICES**

Invoices must be mailed to:

Department of Fleet Management  
1685 N. Throop Street  
Chicago, IL 60622  
Attn: Kevin Campbell

All invoices must be dated "originals," and must reference the City contract number and specification number. 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 General Conditions section, the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

## **2.5. PAYMENT**

The City will process payment within 60 calendar days after receipt and acceptance of: the specified units 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.

## **2.6. PRE-DELIVERY, SERVICING AND ADJUSTMENTS**

Prior to delivery of any units or equipment, the Contractor must 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.

## **2.7. DELIVERY**

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

Department of Fleet Management  
1685 N. Throop St.  
Chicago, IL 60622  
Attn: Dan Albrecht  
Call (312) 744-7509 to arrange for delivery.

Delivery of the specified units must be completed within 180 days following the date of purchase order release.

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

## **2.8. INSPECTION UPON DELIVERY**

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

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

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

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

## **2.9. 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 units or equipment other than those determined by the Department of Fleet Management to be necessary to meet their current needs.

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

## **2.10. 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.

Bidder must bid each line on the Proposal Page(s). Bids submitted to the contrary will be considered incomplete and will be rejected.

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

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

## **2.11. CALCULATION OF MBE/WBE COMMITMENT**

For purposes of calculating your percentage MBE and/or WBE dollar commitment toward the minimum goal stated in the Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidder's total base bid will be used to calculate the actual dollar commitment to each MBE and/or WBE firm listed on your Schedule D-1, MBE/WBE Goal Implementation Plan. If at the end of this contract, the actual dollar value is below the estimated value, the City will consider adjustments to your MBE/WBE plan which are proportionate to the actual dollar value of this contract.

## **2.12. CONTRACT PERIOD**

The contract will begin on or about 11-1-05 and continue through 12-31-08, unless terminated prior to this date according to the terms of the Early Termination provision, or extended as provided for herein.

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

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Acceptance Page herein. The expiration date will be the last day of the 36th full calendar month after the established start date.

## **2.13. 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.

## **2.14. CHICAGO BUSINESS PREFERENCE**

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

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

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

joint venture bidder which fails to submit such information shall not be entitled to the Chicago Business Preference.

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

## 2.15. PRICE ADJUSTMENT

Except as provided in the Price Reduction section of the General Conditions, 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.

Annual requests for price adjustments will reference the Producer Price Index ("PPI") for Truck Trailers, Series ID: WPU1414, not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov/labjava/outside.jsp?survey=wp> although this site's URL is subject to change. (Select "commodity data", then select Group 14, Transportation Equipment, and Item 1414, Truck Trailers, and "get data".)

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

The adjusted contract price will be determined by performing the following calculation: The lesser of the original contract price(s) and the original contract price(s) as adjusted by any applicable price reduction (see Price Reduction section of the General Conditions) will be multiplied by the quotient, and then be rounded to two decimal places to calculate the adjusted contract price(s). The quotient will equal the average of the monthly index values for the final three (3) full months of the annual contract period divided by the index value for the 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 (18<sup>th</sup>) day of the month following the anniversary of the contract. The effective date of an adjustment will be the twentieth (20th) day of the month following 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 original contract price(s) will again be subject to adjustment. Adjustment will be 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 6/00.

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).

## **2.16. AUTHORIZED DEALER / DISTRIBUTOR**

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

## **2.17. 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 units or equipment which conform to the Specifications, as shown by any test or inspections for which provisions are herein otherwise made.

## **2.18. TRAINING/TECHNICAL ASSISTANCE**

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

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

In addition, for each unit delivered, the Contractor must train City trades technicians in the most efficient methods of diagnosing, troubleshooting, maintaining and repairing the unit and any auxiliary items for a minimum period of 8 hours.

## **2.19. STANDARD PRODUCT**

Experimental units or equipment will not be acceptable. Any proposed units 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.

## **2.20. GENERAL CONSTRUCTION**

The complete unit(s) furnished must 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 must be included. Each complete unit must 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 must 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.

## **2.21. WARRANTY**

The Contractor hereby warrants, for the periods indicated by the Contractor on the Bid Data Pages, replacement of defective parts and repair of all components that may be required or deemed necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications.

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.

## **2.22. 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.

## **2.23. QUALITY CONTROL**

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

## **2.24. MANUALS, CERTIFICATES, APPLICATIONS, ETC.**

The Contractor must supply one operator's manual and one complete set of parts and service manuals for each unit purchased and delivered under these specifications. A set of parts and service manuals is understood to be one complete parts description book, one operators manual, one service repair manual, one hydraulic system manual with diagrams and one complete electrical wiring diagram.

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

A minimum of 48 hours prior to delivery, the Contractor must furnish the Chicago Department of Fleet Management, attention Kevin Campbell, 1685 N. Throop Street, Chicago, IL 60622 with the following items for each unit being delivered: Certificate of Origin and applicable warranty certificate(s).

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

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

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

## **2.25. 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.

## **2.26. DESIGN AND CONSTRUCTION PRACTICES**

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

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

The units 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 or plates may be affixed to a unit when delivered to the City.

## **2.27. 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. Economic Disclosure Statement and Affidavit
5. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship)

## **6. 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. Economic Disclosure Statement and Affidavit
5. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
6. 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.**

## **2.28. 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.

## **2.29. 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.

## **2.30. EARLY TERMINATION**

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

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

### **2.31. 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 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.

### **2.32. 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.

### **2.33. AUDITS**

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

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

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

### **3. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE**

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

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

- 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 will be credited more than once against a Contractors MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.
- 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 will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.
- 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.

#### **3.2. 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.

### **3.3. 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.
- 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 broker's fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- 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.

### **3.4. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS**

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

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

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or 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:
  1. Project identification and location;
  2. Classification/commodity of work items for which quotations were sought;
  3. Date, item and location for acceptance of subcontractor bid proposals;
  4. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
  5. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

**OR**

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 subcontract's 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/proposers own estimate for the work under the subcontract;
    3. An average of the bona fide prices quoted for the subcontract;
    4. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

**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.
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.

## 3.5. 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 partners authority 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 4.4. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section 4.5A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

### 3.6. 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 contractors final invoice. (NOTICE: **Do not submit invoices with "MBE/WBE Utilization Reports."**) Final payments may be held until the Utilization Reports have been received.
- 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 contractors 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 Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

### 3.7. MBE/WBE SUBSTITUTIONS

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

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

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

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

### **3.8. 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.

### **3.9. 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.

### **3.10. 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.

### **3.11. INFORMATION SOURCES**

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

U.S. Small Business Administration

500 W. Madison Street, Suite 1250

Chicago, Illinois 60661

General Information

(312) 353-4528

S.B.A. - Bond Guarantee Program Surety Bonds

500 West Madison, Suite 1250

Chicago, IL 60661

Attention: Carole Harris

(312) 353-4003

S.B.A. - Procurement Assistance

500 West Madison, Suite 1250

Chicago, Illinois 60661

Attention: Robert P. Murphy, Area Regional Administrator

(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago

Department of Procurement

Vendor Relations

City Hall - Room 403

Chicago, Illinois 60602

Attention: Monica Cardenas

(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

#### 4. ATTACHMENT A - ASSIST AGENCY

African American Contractors Association  
3706 S. Indiana Avenue  
Chicago, IL 60653  
Phone #: (312) 915-5960  
Fax #: (312) 567-9919  
Web: None  
Attn: Omar Shareef, President

Chicago Urban League  
220 S. State Street  
11th Floor  
Chicago, IL 60604  
Phone #: (312) 692-0766 Ext. 256  
Fax #: (312) 692-0769  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)  
Email: [jarchie@cul-chicago.org](mailto:jarchie@cul-chicago.org)  
Attn: Joan Archie, Director  
Employment, Counseling & Training

Asian American Alliance  
222 W. Cermak Road  
Suite 303  
Chicago, IL 60616  
Phone #: (312) 326-2200  
Fax #: (312) 326-0399  
Web: [www.asianamericanalliance.com](http://www.asianamericanalliance.com)  
Email: [ctakada@asianamericanalliance.com](mailto:ctakada@asianamericanalliance.com)  
Attn: Christine Takada, Executive Director

Cosmopolitan Chamber of Commerce  
1455 S. Michigan Avenue  
Suite 240  
Chicago, IL 60605  
Phone #: (312) 786-0212  
Fax #: (312) 786-9079  
Attn: Gloria Bell, Executive Director

Association of Asian Construction Enterprises  
333 N. Ogden Avenue  
Chicago, IL 60607  
Phone #: (773) 563-0746  
Fax #: (773) 666-1785  
Web: None  
Attn: Perry Nakachi, President

Federation of Women Contractors  
5650 S. Archer Avenue  
Chicago, IL 60638  
Phone #: (312) 360-1122  
Fax #: (312) 360-0239  
Attn: Beth Doria, Executive Director  
Attn: Sandra Gidley, Administrator  
Attn: Debbie Smith, Administrator

Black Contractors United  
400 W. 76th Street  
Suite 200  
Chicago, IL 60620  
Phone #: (773) 483-4000  
Fax #: (773) 483-4150  
Web: [www.blackcontractorsunited.com](http://www.blackcontractorsunited.com)  
Attn: Florence Cox, Executive Director

Hispanic American Contractors Industry Association  
(HACIA)  
901 West Jackson Boulevard  
Suite 205  
Chicago, IL 60607  
Phone #: (312) 666-5910  
Fax #: (312) 666-5692  
Web: [www.hacia.info](http://www.hacia.info)  
Email: [csantoy@haciaworks.org](mailto:csantoy@haciaworks.org)  
Attn: Cesar A. Santoy, Executive Director

Chicago Minority Business Development Council,  
Inc.  
1 East Wacker Drive  
Suite 1200  
Chicago, IL 60601  
Phone #: (312) 755-8880  
Fax #: (312) 755-8890  
Web: [www.cmbdc.org](http://www.cmbdc.org)  
Attn: Tracye Smith, Executive Director

Latin American Chamber of Commerce  
3512 West Fullerton Avenue  
Chicago, IL 60647  
Phone #: (773) 252-5211  
Fax #: (773) 252-7065  
Web: [www.latinamericanchamberofcommerce.com](http://www.latinamericanchamberofcommerce.com)  
Attn: D. Lorenzo Padron, Chairman

Successful Independent Network Association (Sin) Illinois Hispanic Chamber of Commerce (Formerly MACC)  
Street Address:  
2100 W. Washington  
Chicago, IL 60612  
Phone #: (773) 271-1364  
Fax #: (773) 271-1364  
Web: None  
Attn: Diane Jones, President  
Attn: Arnette King, General Manager

33 N. Lasalle Street  
Suite 1720  
Chicago, IL 60602  
Phone #: (312) 372-3010  
Fax #: (312) 372-3403  
Web: [www.maccbusiness.com](http://www.maccbusiness.com)  
Attn: Juan Ochoa, President & CEO

Triton College  
Small Business Development Center  
2000 Fifth Avenue  
Room D-104  
River Grove, IL 60171  
Phone #: (708) 456-0300 Ext. 3593  
Fax #: (708) 583-3118  
Web: [www.triton.edu](http://www.triton.edu)  
Email: [gbarnes@triton.edu](mailto:gbarnes@triton.edu)  
Attn: Geoffrey Barnes, Coordinator

National Association of Women Business Owners  
Chicago Chapter  
330 S. Wells Street  
Suite 1110  
Chicago, IL 60606  
Phone #: (312) 322-0990  
Fax #: (312) 461-0238  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)  
Email: [info@nawbochicago.com](mailto:info@nawbochicago.com)  
Attn: Diane Middlebrooks, President

Uptown Center Hull House  
4520 N. Beacon Street  
Chicago, IL 60640  
Phone #: (773) 561-3500  
Fax #: (773) 561-3507  
Web: [www.hullhouse.org/edu.htm](http://www.hullhouse.org/edu.htm)  
Attn: Curt Roeschley, Director  
Small Business Development

Rainbow/Push Coalition  
930 E. 50th Street  
Chicago, IL 60615  
Phone #: (773) 256-2728  
Fax #: (773) 256-2751  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)  
Attn: Angela Johnson, Deputy Director Trade Bureau

Women's Business Development Center  
8 South Michigan Avenue  
Suite 400  
Chicago, IL 60603  
Phone #: (312) 853-3477  
Fax #: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)  
Attn: Hedy Ratner, Co-President  
Carol Dougal, Co-President

Suburban Black Contractors  
848 Dodge Avenue  
Suite 347  
Evanston, IL 60202  
Phone #: (847) 359-5356  
Fax #: (847) 359-5367  
Web: None  
Attn: Larry Bullock, President

Revised 04-12-05

## **5. ATTACHMENT B**

***On Bidder/proposer's Letterhead***

**RETURN RECEIPT REQUESTED**

(Date)

Re: Specification No. 35680

## Description: Dump Trailers

(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 ten (10) working days of your receipt of this letter to:

David Grossman, Procurement Counsel  
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,

## 6. SCHEDULE B:

### 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/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
  - A. What are the percentage(s) of MBE/WBE ownership of the joint venture? \_\_\_\_\_  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_
  - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
    1. Profit and loss sharing: \_\_\_\_\_
    2. Capital contributions: \_\_\_\_\_

(a) Dollar amounts of initial contribution: \_\_\_\_\_

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

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

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

- E. Provide copies of all written agreements between venturers concerning this project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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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?

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

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

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

- A. Are any proposed joint venture employees currently employed by either venturer? Currently employed by non-MBE/WBE \_\_\_\_\_ (number) Employed by MBE/WBE \_\_\_\_\_
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:
- C. Which venturer will be responsible for the preparation of joint venture payrolls:

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this \_\_\_\_\_ day of, 20\_\_\_\_\_, the above-signed officers

(names of affiants)

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

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

Signature of Notary Public \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

## 7. SCHEDULE C-1

Name of Project/Contract: DUMP TRAILERS

Specification Number: 35680

From: R.G. Smith Equip Co. MBE: Yes  No   
(Name of MBE/WBE Firm) WBE: Yes  No

To: R.G. Smith Equip Co. and the City of Chicago:  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8/5/05 to 1/1/06 for a period of five years.

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

Dump Trailers per City of Chicago Specs

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

\$ 809,580.00 Net 30 Days p/w

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

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

Patricia L. Smith  
(Signature of Owner, President or Authorized Agent of MBE/WBE)

PATRICIA L. SMITH - PRESIDENT

Name /Title (Print)

8-9-05

Date

(847-824-0117)

Phone

**SCHEDULE C-1**

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

Name of Project/Contract: Dump Trailers  
Specification Number: \_\_\_\_\_

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

MBE Yes  No   
WBE Yes  No

To: R.G. Smith Equip Co. and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

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

Sole Proprietor       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 8/5/03 to 1/1/06 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:

Dump Trailers per City of Chicago Specs

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

\$4672,760.98 (NET 30 DAYS)  
83.1% Estimate

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 three (3) working days of receipt of a signed contract from the City of Chicago.

Patricia I. Smith  
(Signature of Owner or Authorized Agent)

PATRICIA I. SMITH  
Name/Title (Print)

8-9-05

847) 824-0117

Phone

312744 8932

## 8. SCHEDULE D-1

### AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Contract Name: Dump Trailers

Specification No. 35680

State of ILLINOIS

County (City) of Cook

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

R.G. Smith Equip Co.

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:

R.G. Smith Equip Co.

Address:

622 E. NW Hwy DES PLAINES  
IL, 60014

Contact Person:

Patricia L. Smith

Phone:

(847) 824-0117



## 7. SCHEDULE C-1

Name of Project/Contract: Pump Trailers  
Specification Number: 35680

From: Cesar's Equipment Co MBE: Yes  No   
(Name of MBE/WBE Firm) WBE: Yes  No

To: R.G Smith Equipment Co and the City of Chicago:  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of \_\_\_\_\_ to 12-1-05 for a period of five years.

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

Supply Tires And Rims

Supply Tarp

Deliver Trailers TO CITY

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

\$ 136,819.02

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

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

Cesar Regalado

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

President

Name /Title (Print)

8-11-05

Date

708 430-1919

Phone

## 7. SCHEDULE C-1

Name of Project/Contract: Dump Trailers  
Specification Number: 35680

From: Cesars Equipment MBE: Yes  No   
(Name of MBEWBE Firm) WBE: Yes  No

To: P.C. Smith Equipment and the City of Chicago:  
(Name of Prime Contractor)

The MBEWBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of \_\_\_\_\_ to 12-1-05 for a period of five years.

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

SUPPLY TIRES AND TIRES

SUPPLY TARP

DELIVER TRAILERS TO CITY

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

~~\$57,311.00 per trailer - Payment due upon delivery~~

136,819.00 16.9 Estimate

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

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

Cesar Regalado

(Signature of Owner, President or Authorized Agent of MBEWBE)

President

Name /Title (Print)

8-10-05

Date

108 430 1919

Phone



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Lori A. Dempsey  
Interim Chief Procurement Officer

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

August 5, 2005

Patricia T. Smith, President  
**RG Smith Equipment Company**  
622 East Northwest Highway  
Des Plaines, Illinois 60016

Dear Ms. Smith:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE** certification until **January 1, 2006.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **WBE** in the following specialty area(s):

**Sales and Service of Transportation Equipment and Parts**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson  
Deputy Procurement Officer

mck

Aug 10 05 03:28p  
Jul-19-2005 04:02pm

Cesars Equipment Co.  
From-CITY OF CHICAGO PROCUREMENT

7084309794  
+1 312 7440826 T-285 P 001/001 F-758

P. 3



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Mary A. Dempsey  
Interim Chief Procurement Officer

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

July 19, 2005

Cesar Regalado, President  
**Cesar's Equipment Company**  
9016 South Oketo  
Bridgeview, Illinois 60455

Dear Mr. Regalado:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your DBE/MBE certification until **December 1, 2005.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward DBE/MBE in the following specialty area(s):

**Hydraulic Equipment Repair Service; Wholesaler of Industrial  
Machinery and Equipment**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson  
Deputy Procurement Officer

mck



Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\*(see next page)

5. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\*(see next page)

6. Attach additional sheets as needed.

- \* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

## 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:

A. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Dollar Amount  
Participation: \$\_\_\_\_\_

Percent Amount of  
Participation: \_\_\_\_\_ %

Schedule C-1  
attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

B. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Dollar Amount  
Participation: \$\_\_\_\_\_

Percent Amount of  
Participation: \_\_\_\_\_ %

Schedule C-1  
attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

C. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Dollar Amount  
Participation: \$\_\_\_\_\_

Percent Amount of  
Participation: \_\_\_\_\_ %

Schedule C-1  
attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

D. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Dollar Amount  
Participation: \$ \_\_\_\_\_

Percent Amount of  
Participation: \_\_\_\_\_ %

Schedule C-1  
attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

E. Attach additional sheets as needed.

- \* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

### III. Summary of MBE/WBE Proposal:

#### A. MBE Proposal

##### 1. MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
<u>CESAR EQUIPMENT</u>	\$ <u>136819.02</u>	<u>16.9</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ <u>136819.02</u>	<u>16.9</u>

##### 2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ <u>136819.02</u>	<u>16.9</u> %
Total Indirect MBE Participation	\$ <u>136819.02</u>	<u>16.9</u>

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
R.G. Smith Excavating Co.	\$ 672,760.98	83.18 %
	\$ _____	_____ %
	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____

2. WBE Indirect Participation (from Section II.)

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

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

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

Name: Ernie Szabo  
Phone Number: 847-824-0117

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.

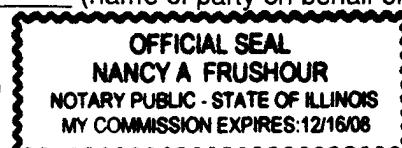
 8. 9. 05  
Signature of Affiant (Date)

State of Illinois  
County of Cook

This instrument was acknowledged before me on 8. 9. 05 (date)

by \_\_\_\_\_ (name /s of person/s)  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument executed)

Nancy A. Frushour  
Signature of Notary Public  
(Seal)



## 9. DBE/MBE/WBE UTILIZATION REPORT

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

Contract Administrator: \_\_\_\_\_ 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.

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

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

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)

**DBE/MBE/WBE Name**

**Description of Work/Services  
and/or Goods Provided**

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

Name of Contractor: \_\_\_\_\_  
(Print or Type)

**Signature:** \_\_\_\_\_  
**(Signature of affiant)**

Name of Affiant: \_\_\_\_\_  
(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)

## **10. DETAILED SPECIFICATIONS**

### **1.00 INTENT**

**1.01** It is the intent of this specification to describe quarter frame steel dump trailers. These trailers must be designed and constructed to haul dirt, broken concrete, various demolition debris and other non-hazardous commodities.

### **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 trailers, listing dimensions;

**2.02** Manufacturer's published literature for the proposed trailers.

**2.03** Material specification sheets for the materials used to construct the proposed trailers.

### **BID LINE #1 STEEL DUMP TRAILERS, 24 CUBIC YARD CAPACITY**

#### **3.00 DUMP BODY DESIGN AND DIMENSIONS**

**3.01** The dump body must be "tub" type design.

**3.02** The overall length of the trailer must not exceed 24 feet.

**3.03** The distance from the body floor to the top of the body side must be approximately 54".

**3.04** A curved transition must be provided from the body to floor to the side, approximately 24" radius.

**3.05** The dump body capacity must be minimum 24 cubic yards, water level.

#### **4.00 DUMP BODY CONSTRUCTION**

**4.01** The body shell must be constructed from  $\frac{1}{4}$ " AR400 steel with the following specifications; 400 Brinell Hardness and 140,000 PSI minimum yield strength.

**4.02** The shell must be constructed from one continuous sheet from the top of one side to the top of the opposite side.

**4.03** The component sections must be assembled in approximately 8 foot sections, front to rear, to form the body shell.

**4.04** The body floor area must be supported by two longitudinals running the full length of the trailer body.

**4.05** Tied into the longitudinals at the front of the body must be two lengths of  $4\frac{1}{2}" \times 2\frac{1}{2}"$  tubing to act as draft arm rests.

**4.06** The ends of the draft arms must be fitted with a reinforcing wear plate to mate into the front of the body. Draft arm rests which ride on the fifth wheel plate are not acceptable.

**4.07** The body top rail must be constructed from 6" x 4" rectangular tubing. A 2" x 2" x  $\frac{1}{4}$ " inverted angle must be skip welded to the top of the sides and ends.

**4.08** The body shell must have full fenders the length of the body and in front of the body, running from the body sides to the cylinder "dog house".

- 4.09** The "dog house" must be of an open design, exposing the cylinder for ease of access during maintenance operations.
- 5.00** **TAILGATE**
- 5.01** The tailgate must be 54" inside height from the floor, and must be hinged to swing from the top of the rear corners of the body.
- 5.02** The tailgate must be constructed of 1/4" AR400 steel with vertical reinforcing side braces.
- 5.03** The tailgate must have a 2" x 2" x 1/4" inverted angle skip welded to the top surface.
- 5.04** Upper tailgate arms must be manufactured from AR400 steel, and must be offset approximately 4.375".
- 5.05** The hinges must have a 1 1/4" diameter greaseable pivot point mounted inside three hardened bushings.
- 5.06** The lower tailgate latch arm must be manufactured from AR200 steel.
- 5.07** The tailgate must be straight with no taper.
- 5.08** The tailgate must be manually operated with a handle located at the front of the trailer on the driver's side.
- 5.09** In the open position the tailgate handle must have clearance to allow the tractor to turn without obstruction.
- 6.00** **FRAME**
- 6.01** The quarter frame must be constructed of two 12" deep channel pieces constructed from 1/4" steel.
- 6.02** The lower flange must be approximately 7" wide and the upper flange must be approximately 3" wide.
- 6.03** The two channels must be constructed with four crossmembers.
- 6.04** The rear of the frame must have a body hinge. The body hinge must be constructed from bushings which accept 2.4375" pins.
- 6.05** The front of the frame must have a bracket to accept compression draft arms. The bracket must include bushings which accept 1.9375" pins.
- 6.06** All bushings must be fitted with "Zerk" grease fittings.
- 7.00** **DRAFT ARMS**
- 7.01** The draft arms must consist of a main draft arm and a compression arm.
- 7.02** The configuration of the draft arms must be set so that when dumping, all trailer wheels remain on the ground and the quarter frame remains parallel to the road surface.
- 7.03** The main trailer draft arms must be constructed from 3" x 5" x 1/4" rectangular steel tube with a 1/4" L-reinforcement.
- 7.04** The compression draft arm must be constructed of 3" x 3" x 1/4" square tubing.
- 7.05** Both draft arms must have bushings which accept 1.9375" pins at both ends.
- 7.06** All bushings must be fitted with "Zerk" grease fittings.

- 8.00      UPPER COUPLER PLATE**
- 8.01      The upper coupler plate must be constructed of 3/8" steel plate.
- 8.02      The plate must be reinforced with gussets that form a "basket" for the hydraulic hoist.
- 8.03      The kingpin must be 2", SAE approved.
- 9.00      HOIST**
- 9.01      The hoist must be a 50 ton, four stage telescopic hoist with sufficient stroke to provide a 40° degree dump angle.
- 9.02      The cylinder must fit in the hoist cradle pocket, and must be provided with bearing blocks that are designed to break away in the event of excessive side force.
- 10.00     REAR AXLE AND SUSPENSION**
- 10.01     The rear axles must be dual, 25,000 pound capacity each, with 5" round axles with oil seals.
- 10.02     The suspension must be a single point, straddle mount spring type, Watson - Chalin model LW-SM-44, 44,000 pound capacity.
- 11.00     BRAKES**
- 11.01     The brake system must meet all Federal Motor Vehicle Safety Standards.
- 11.02     The brakes must have a Sealco - Wabco Anti-lock Braking System (ABS), model 4S/2M.
- 11.03     The brakes must be 16½" x 7", air activated S-cam type.
- 11.04     The brake system must include automatic slack adjusters on all wheels.
- 11.05     The brake system must include a heavy-duty spring actuated parking brake.
- 12.00     TIRES AND WHEELS**
- 12.01     The tires must be tubeless radial, non-directional, Goodyear Unisteel G-164, size 11R22.5, load range G (14 ply).
- 12.02     The wheels must be dual, steel, hub piloted disc type, 8.25", with mylar inserts between the wheels.
- 12.03     One spare tire, mounted on a wheel, must be provided for each trailer delivered.
- 13.00     FENDERS**
- 13.01     The trailer must be equipped with full fenders the length of the body, wrapping wrap around the front of the trailer. The fenders must slope from the body 13" with a 3" vertical lip and a 1" return bend.
- 14.00     ELECTRICAL**
- 14.01     Two Trucklite LED stop/tail lights, two Trucklite LED turn signal lights and LED clearance lights must be installed onto each trailer.
- 14.02     A 7- way electrical connector plug must be included, mounted on the upper coupler plate.
- 14.03     Two turn signal indicator LED lights must be mounted in the body fender at the mid point of the body.
- 15.00     LANDING LEGS**
- 15.01     The slip tube must be designed and constructed to support the weight of the empty trailer.

- 16.00 PAINT**
- 16.01** Exterior metal surfaces must be shot-blasted and washed with industrial degreaser. Finished exterior must consist of two coats of primer and two coats of DuPont Imron N0055HN "City Blue" paint, to produce a long lasting, high quality finish.
- 17.00 AUXILIARY EQUIPMENT**
- The Contractor must provide pricing for the following auxiliary equipment. Pricing must include installation costs. The City will select these items as needed on a per-order basis.
- Pricing must be a non-negative value. Quotes showing a credit or "no charge", or indicating equipment that is "standard" or "included in the base model", will be assigned a price value of \$0 for canvassing and contract award purposes.
- The following items must be designed and constructed for use with the 24 cubic yard capacity dump trailer as specified, and be furnished with all necessary peripheral items required for proper/safe operation:
- BID LINE #2**
- 17.01** Air suspension for trailer axles.
- BID LINE #3**
- 17.02** Electric dump body covering system (tarp), Aero Industries Model 550 or Mountain Tarp Model K612, with an in cab operating switch. Length must be adequate to properly cover dump body. Arm assembly must consist of high strength 6061, T6 aluminum extrusions with minimum wall thickness of .188". The roll up bar assembly must be 6061 T6 aluminum extrusion with zinc plated steel machined end shafts installed in pre-assembled polished aluminum housing. 12-volt electric motor must have a right angle gearbox and gears of hardened and ground steel. The tarp material must be vinyl coated nylon or polyester. All sewing must be lock stitched, chain stitching is not acceptable. A minimum of two polyester webbing reinforcements must be sewn to the tarp longitudinally for stability.
- BID LINE #4**
- 17.03** Air operated tailgate.
- BID LINE #5**
- 17.04** Landing legs of sufficient strength to support the trailer when fully loaded.
- BID LINE #6  
STEEL DUMP TRAILERS, 51 CUBIC YARD CAPACITY**
- 18.00 DUMP BODY DESIGN AND DIMENSIONS**
- 18.01** The dump body must be "tub" type design.
- 18.02** The overall length of the trailer must not exceed 34 feet.
- 18.03** The distance from the body floor to the top of the body side must be approximately 66".
- 18.04** A curved transition must be provided from the body to floor to the side, approximately 24" radius.
- 18.05** The dump body capacity must be minimum 51 cubic yards, water level.
- 19.00 DUMP BODY CONSTRUCTION**
- 19.01** The body shell must be constructed from .3125" AR400 steel with the following specifications; 400 Brinell Hardness and 140,000 PSI minimum yield strength.

- 19.02** The shell must be constructed from one continuous sheet from the top of one side to the top of the opposite side.
- 19.03** The component sections must be assembled in approximately 8 foot sections, front to rear, to form the body shell.
- 19.04** The body floor area must be supported by two longitudinals running the full length of the trailer body.
- 19.05** Tied into the longitudinals at the front of the body must be two lengths of 4½" x 2½" tubing to act as draft arm rests.
- 19.06** The ends of the draft arms must be fitted with a reinforcing wear plate to mate into the front of the body. Draft arm rests which ride on the fifth wheel plate are not acceptable.
- 19.07** The body top rail must be constructed from 6" x 4" rectangular tubing. A 2" x 2" x ¼" inverted angle must be skip welded to the top of the sides and ends.
- 19.08** The body shell must have full fenders the length of the body and in front of the body, running from the body sides to the cylinder "dog house".
- 19.09** The "dog house" must be of an open design, exposing the cylinder for ease of access during maintenance operations.
- 20.00** **TAILGATE**
- 20.01** The tailgate must be 66" inside height from the floor, and must be a "barn door" type gate. The hinge should be located on the driver's side.
- 20.02** The tailgate must be constructed of 5/16" AR400 steel with vertical reinforcing side braces.
- 20.03** The tailgate must have a 2" x 2" x ¼" inverted angle skip welded to the top surface.
- 20.04** The tailgate hinges must be constructed from 1" x 3" flat bar attached to the tailgate and rear body post. A 1-7/8" OD x 5/16" wall bushing must be welded to each bar. A 1¼" cold finished bar must act as the hinge pin.
- 20.05** All bushings in the tailgate hinge assembly must have a zerk grease fitting.
- 20.06** There must be two latch arms to lock the gate on the drivers side and one latch arm on the passenger side. The arms must be manufactured from AR200 steel.
- 20.07** The tailgate must be straight with no taper.
- 20.08** The tailgate must be manually operated with a handle located at the rear of the trailer on the driver's side.
- 20.09** In the open position, the tailgate handle must have clearance to allow the tractor to turn without obstruction.
- 21.00** **FRAME**
- 21.01** The quarter frame must be constructed of two 12" deep channel pieces constructed from ¼" steel.
- 21.02** The lower flange must be approximately 7" wide and the upper flange must be approximately 3" wide.
- 21.03** The two channels must be constructed with four crossmembers.
- 21.04** The rear of the frame must have a body hinge. The body hinge must be constructed from bushings which accept 2.4375" pins.

- 21.05** The front of the frame must have a bracket to accept compression draft arms. The bracket must include bushings which accept 1.9375" pins.
- 21.06** All bushings must be fitted with "Zerk" grease fittings.
- 22.00 DRAFT ARMS**
- 22.01** The draft arms must consist of a main draft arm and a compression arm.
- 22.02** The configuration of the draft arms must be set so that when dumping, all trailer wheels remain on the ground and the quarter frame remains parallel to the road surface.
- 22.03** The main trailer draft arms must be constructed from 3" x 5" x 1/4" rectangular steel tube with a 1/4" L-reinforcement.
- 22.04** The compression draft arm must be constructed of 3" x 3" x 1/4" square tubing.
- 22.05** Both draft arms must have bushings which accept 1.9375" pins at both ends.
- 22.06** All bushings must be fitted with "Zerk" grease fittings.
- 23.00 UPPER COUPLER PLATE**
- 23.01** The upper coupler plate must be constructed of 3/8" steel plate.
- 23.02** The plate must be reinforced with gussets that form a "basket" for the hydraulic hoist.
- 23.03** The kingpin must be 2", SAE approved.
- 24.00 HOIST**
- 24.01** The hoist must be a 60 ton, five stage telescopic hoist with sufficient stroke to provide a 45° dump angle.
- 24.02** The cylinder must fit in the hoist cradle pocket, and must be provided with bearing blocks that are designed to break away in the event of excessive side force.
- 25.00 REAR AXLE AND SUSPENSION**
- 25.01** The rear axles must be dual, 25,000 pound capacity each, with 5" round axles with oil seals.
- 25.02** The suspension must be a single point, straddle mount spring type, Watson-Chalin model LW-SM-44, 44,000 pound capacity.
- 26.00 BRAKES**
- 26.01** The brake system must meet all Federal Motor Vehicle Safety Standards.
- 26.02** The brakes must have a Sealco-Wabco Anti-lock Braking System (ABS), model 4S/2M.
- 26.03** The brakes must be 16-1/2" x 7, air activated S-cam type.
- 26.04** The brake system must include automatic slack adjusters on all wheels.
- 26.05** The brake system must include a heavy-duty spring actuated parking brake.
- 27.00 TIRES AND WHEELS**
- 27.01** The tires must be tubeless radial, non-directional, Goodyear Unisteel G-164, size 11R22.5, load range G (14 ply).

- 27.02** The wheels must be dual, steel, hub piloted disc type, 8.25", with mylar inserts between the wheels.
- 27.03** One spare tire, mounted on a wheel, must be provided for each trailer delivered.
- 28.00 FENDERS**
- 28.01** The trailer must be equipped with split fenders covering the axles of the trailer and the axles of the truck. The fenders must slope from the body 13" with a vertical lip and 1" return bend.
- 29.00 ELECTRICAL**
- 29.01** Two Trucklite LED stop/tail lights, two Trucklite LED turn signal lights and LED clearance lights must be installed onto each trailer.
- 29.02** A 7- way electrical connector plug must be included, mounted on upper coupler plate.
- 29.03** Two turn signal indicator LED lights must be mounted in the body fender at the mid point of the body.
- 30.00 LANDING LEGS**
- 30.01** The slip tube must be designed and constructed to support the weight of the empty trailer.
- 31.00 PAINT**
- 31.01** Exterior metal surfaces must be shot-blasted and washed with industrial degreaser. Finished exterior to consist of two coats of primer and two coats of Dupont Imron NH0055HN "City Blue" paint, to produce a long lasting, high quality finish.
- 32.00 AUXILIARY EQUIPMENT**

The Contractor must provide pricing for the following auxiliary equipment. Pricing must include installation costs. The City will select these items as needed on a per-order basis.

Pricing must be a non-negative value. Quotes showing a credit or "no charge", or indicating equipment that is "standard" or "included in the base model", will be assigned a price value of \$0 for canvassing and contract award purposes.

The following items must be designed and constructed for use with the 51 cubic yard capacity dump trailer as specified, and be furnished with all necessary peripheral items required for proper/safe operation:

**BID LINE #7**

- 32.01** Air suspension for trailer axles.

**BID LINE #8**

- 32.02** Electric dump body covering system (tarp), Aero Industries Model 550 or Mountain Tarp Model K612, with an in cab operating switch. Length must be adequate to properly cover dump body. Arm assembly must consist of high strength 6061, T6 aluminum extrusions with minimum wall thickness of .188". The roll up bar assembly must be 6061 T6 aluminum extrusion with zinc plated steel machined end shafts installed in pre-assembled polished aluminum housing. 12-volt electric motor must have a right angle gearbox and gears of hardened and ground steel. The tarp material must be vinyl coated nylon or polyester. All sewing must be lock stitched, chain stitching is not acceptable. A minimum of two polyester webbing reinforcements must be sewn to the tarp longitudinally for stability.

**BID LINE #9**

- 32.03** Landing legs of sufficient strength to support the trailer when fully loaded.

**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 Contractor must explain those exceptions which are not self-explanatory. Failure of a Contractor to comply with the terms of this paragraph may be cause for rejection.
- 33.02** The City reserves the right to disqualify bids which do not completely meet outlined specifications.

**11. PROPOSAL PAGES**

**City of Chicago**  
**Catalog RFQ - No Group Lines**

**RFQ Header Information**

Please Respond By 8/12/05

**RFQ Description** DUMP TRAILERS

RFQ Number 1575

**Special Instructions**

Ship To Location 160

**Your Quote is Effective as of** 8/12/05

For More Information Please Contact CAROLYN ALCARAZ

**RFQ Status** In Process

312-744-9776

**d/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.**

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

**RFQ Header Details**

Contract Type VEHICLES/HEAVY EQUIPMENT (CAPITAL)

**Specification** 35680

Target Market NO

**Procurement Type** BID

Advertise Date 7/18/05

**Bid Deposit Required** NO

WEB BID Edit Rules ALL

**Compliance Officer****Compliance Type Description**

	<b>Percentage Type Desc</b>	<b>Required %</b>
Minority Owned Business Enterprise	Target Percentage Rate	16.90 %
Women Owned Business Enterprise	Target Percentage Rate	4.50 %

**City of Chicago**  
**Catalog RFQ - No Group Lines**

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
1	Goods	07061	07061	DUMP TRAILER, 24 CUBIC YARD CAPACITY	Each	10	\$ 31,439.00	(N/A)	\$ 314,390.00	(N/A)	
2	Goods	06006	06006	AIR SUSPENSION FOR 24 CUBIC YARD TRAILER AXLES	Each	10	\$ 1,100.00	(N/A)	\$ 11,000.00	(N/A)	
3	Goods	45077	45077	ELECTRIC TARP SYSTEM FOR 24 CUBIC YARD TRAILER	Each	10	\$ 2,050.00	(N/A)	\$ 20,500.00	(N/A)	
4	Goods	06568	06568	AIR OPERATED TAILGATE FOR 24 CUBIC YARD TRAILER	Each	10	\$ N.C.	(N/A)	\$ N.C.	(N/A)	
5	Goods	57078	57078	LANDING LEGS TO SUPPORT LOADED 24 CUBIC YARD TRAILER	Each	10	\$ 575.00	(N/A)	\$ 5,750.00	(N/A)	
6	Goods	07061	07061	DUMP TRAILER, 51 CUBIC YARD CAPACITY	Each	10	\$ 42,069.00	(N/A)	\$ 420,690.00	(N/A)	
7	Goods	06006	06006	AIR SUSPENSION FOR 51 CUBIC YARD TRAILER AXLES	Each	10	\$ 1,100.00	(N/A)	\$ 11,000.00	(N/A)	
8	Goods	45077	45077	ELECTRIC TARP SYSTEM FOR 51 CUBIC YARD TRAILER	Each	10	\$ 2,050.00	(N/A)	\$ 20,500.00	(N/A)	
9	Goods	57078	57078	LANDING LEGS TO SUPPORT LOADED 51 CUBIC YARD TRAILER	Each	10	\$ 575.00	(N/A)	\$ 5,750.00	(N/A)	

Total Price \$ 809,580.00

## 12. BID DATA

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.

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

24' 1/4 FRAME "HILBILT" DUMP TRAILER MODEL - Mongoose  
34' 1/4 FRAME "HILBILT" DUMP TRAILER MODEL - Mongoose

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

\_\_\_\_\_

(3) SUPPLEMENTAL INFORMATION:

The specified units 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.

**WARRANTY**

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

Component/Feature	Coverage	Proposed Mileage/Hour Limitation
Complete Unit:	See _____ / Years (DATE of purchase)	Mi./Hrs.
Corrosion:	ATTACHED / Years	Mi./Hrs.
Other:	_____ / Years	Mi./Hrs.

(4) TRAINING OFFERED:

Upon Request

(5) PARTS/SERVICE AVAILABILITY: (CHECK ONE)

- 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: Upon request will submit parts & LABOR PRINTER.

# Manufacturer's Warranty

## HilBilt Mfg. Co.

**HilBilt Mfg. Co.**, referred to herein as the Manufacturer, warrants each new product of its own manufacture to be free from defects in material and workmanship, under normal use and service, to the original owner only, for a period of twelve (12) months from the date of purchase, subject to conditions and warranty extensions outlined below. Manufacturer's obligation under this warranty is limited to repair or replacement with a similar part of any part of the product of its manufacture which is returned to Manufacturer within thirty (30) days after discovery of the defect by the original owner, properly identified with transportation charges prepaid, and is returned to Manufacturer not more than twelve (12) months from the date of purchase by the original owner, provided that in Manufacturer's judgement the part is defective in material or workmanship.

Manufacturer will furnish without charge, FOB its plant a similar part to replace any part of a product of its manufacture which proves in Manufacturer's judgement to be defective in material or workmanship while in normal use and service during this warranty period.

The Manufacturer's warranty or obligation in connection with the sale of the product to the original owner:

1. Shall be expressly limited to the repair or replacement of defective parts, as stated above, all other damage and claims, statutory or otherwise, being hereby expressly waived by the purchaser and covers only those labor charges specifically authorized and approved by Manufacturer.
2. Shall not apply to failure or damage incurred through the original owner's neglect, lack of maintenance, misuse, accident, improper installation and use, reconstructing or modifying of assemblies and parts or through any other cause beyond the control of the Manufacturer.
3. Shall not apply if the product has been operated or used beyond the Manufacturer's recommended capacity.
4. Does not cover products of other manufacturers beyond such warranty as is made by such other manufacturer.
5. Requires that all warranty repairs shall be made by a Manufacturer approved facility. A Manufacturer's distributor must obtain Manufacturer's authorization before making warranty repair or replacement.
6. Includes a Warranty Extension to the original owner following the initial twelve (12) months, subject to the following percentages of all parts and labor cost: 13-24 months, eighty percent (80%); 25-36 months, sixty percent (60%); 37-48 months, forty percent (40%); and 49-60 months, twenty percent (20%).

No claim under this warranty shall be valid unless such claim is submitted to Manufacturer within sixty (60) months after date of sale, and within thirty (30) days after the discovery of the defect, which is the basis for such claim, whichever shall occur first.

The foregoing is Manufacturer's sole warranty and Manufacturer makes no other warranties of any kind whatsoever, express, implied, or statutory. All implied warranties or merchantability and fitness for a particular purpose, written or oral are hereby disclaimed by the Manufacturer.

In no event shall **HilBilt Mfg. Co.**, be liable for consequential damages, nor shall **HilBilt Mfg. Co.**'s liability on any claim for any direct, incidental or special damages arising out of, or connected with, sales contract or manufacture, sale, delivery, or use of the products shall exceed the purchase price of the goods.

(6) LOCATION OF REPAIR AND MAINTENANCE SHOP:

622 E New Hwy  
Des Plaines, IL 60018

(7) INDICATE IF YOU ARE:

MANUFACTURER

YES:

NO: \_\_\_\_\_

EXCLUSIVE DISTRIBUTOR\*

YES:

NO: \_\_\_\_\_

AUTHORIZED DISTRIBUTOR\*

YES:

NO: \_\_\_\_\_

AUTHORIZED SERVICE REPRESENTATIVE\*

YES:

NO: \_\_\_\_\_

- \* If an exclusive or authorized distributor or service representative, bidder should provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, either with the bid or upon the request of the Chief Procurement Officer or a designee.

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

Section No.: \_\_\_\_\_

Description: \_\_\_\_\_

Section No.: \_\_\_\_\_

Description: \_\_\_\_\_

Section No.: \_\_\_\_\_

Description: \_\_\_\_\_

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 (I.E. TO BE EXECUTED BY A CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR AS APPLICABLE).

(9) PERSON TO CONTACT REGARDING THIS BID

NAME: Patricia Smith

PHONE: 8/9/05

## 13. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

FOR CITY USE

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

### WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

### GENERAL INFORMATION

Date this EDS is completed: 8-9-05

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS.

R.G. Smyth & Co.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

Check here if the Undersigned is filing this EDS as an Applicant.

Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:

B. Business address of the Undersigned:

622 E. N.W.Hwy  
Des Plaines, IL 60016

C. Telephone: (847)824-0417 Fax: (847) 803-1456

Email: eszabo@sbcglobal.net

D. Name of contact person: ERNIE SZABO

E. Tax identification number (optional): ██████████

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Supply "HIBILT" Dump trailers

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification No. 35680 and Contract No. {{CONTRACTNUMBER}}

I. If not a procurement:

1. City Agency requesting EDS:

2. City action requested (e.g. loan, grant, sale of property):

3. If property involved, list property location:

### 13.1. SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:  
 Individual  
 Limited Liability Company  
 Business corporation  
 Joint venture

- Sole proprietorship  
 Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes     No  
 General partnership  
 Other entity (please specify)  
 Limited partnership \_\_\_\_\_

2. State of incorporation or organization, if applicable ILLINOIS
3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?  
 Yes     No     N/A

#### B. ORGANIZATION INFORMATION

##### 1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title
<u>Patricia L Smith</u>	<u>President &amp; Director</u>
<u>Shirley L. Smith</u>	<u>V.P. &amp; Director</u>

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
<u>Patricia L. Smith</u>	<u>622 ENN Hwy</u>	<u>50%</u>
<u>Shirlee L. Smith</u>	<u>"</u>	<u>50%</u>

**IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:**

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
<u>N/A</u>		

**3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:**

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest
<u>N/A</u>		

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
<u>N/A</u>	

**4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:**

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business Address
<u>N/A</u>	

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b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

Name	Business Address	Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

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Name	Business Address	Percentage Interest

## 13.2. SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

### A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.
2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "**business relationship**" means 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; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares 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" does 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.

#### B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

City of Chicago purchased our old  
property @ 2700 S. Mt Prospect Rd  
Des Plaines for part of the  
O'Hare Avg. program.

#### 13.3. SECTION THREE: DISCLOSURE OF RETAINED PARTIES

##### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

##### B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name*	Business Address	Relationship to Undersigned**	Fees***
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CESAR Regalado - Subcontractor 16.9 %  
Cesar's Equipment Co. \$136,819.02 est.  
9016 South OKETO /Briarwood, DC 60455

\* Indicate whether retained or anticipated to be retained

\*\* Attorney, lobbyist, etc.

\*\*\* Indicate whether paid or estimated

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

#### 13.4. SECTION FOUR: CERTIFICATIONS

##### I. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

*None*

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

*None*

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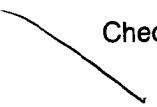
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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

## II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

 Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

### III. FURTHER CERTIFICATIONS

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or

- ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

---

*None*

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

##### A. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

       is

    \     is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

##### B. If the Undersigned IS a financial institution, then the Undersigned pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

*None*

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

## V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
[ ] Yes    [ ] No
  

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
[ ] Yes    [ ] No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

## VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

### **13.5. SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

#### **I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

None

[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

**"Segregated facilities,"** as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

## III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (**NOTE: This Part III is to be completed only if the Undersigned is the Applicant.**)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
[ ] Yes  No [ ] N/A *UNDER 20 EMPLOYEES*
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
[ ] Yes  No [ ] N/A *UNDER 20 EMPLOYEES*
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
[ ] Yes  No [ ] N/A *" "*

### **13.6. SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:

1. Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
2. Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a) any cash gift or any anonymous gift; and
  - b) any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
3. Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
4. Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
5. Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
6. Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.
7. Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

### **13.7. SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Undersigned understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

## CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

R G Smith Equipment Co.

(Print or type name of individual or legal entity submitting this EDS)

Date: 8-9-05

By:

Patricia L Smith

(sign here)

Print or type name of signatory:

PATRICIA L Smith

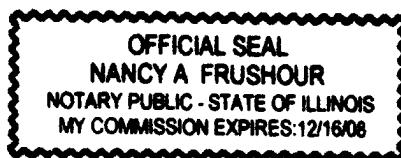
Title of signatory:

PRESIDENT

Acknowledged to before me on [date] 8/11/05, at COOK County, IL [state].

Nancy A. Frushour

Commission expires: 12/16/08



(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

### RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with \_\_\_\_\_ [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

---

(Print or type name of individual or legal entity submitting this recertification)

Date: \_\_\_\_\_

By:

---

(sign here)

Print or type name of signatory:

---



Title of signatory:

---

Acknowledged to before me on [date] \_\_\_\_\_, at \_\_\_\_\_ County,  
[state].

\_\_\_\_\_  
Notary Public.

Commission expires: \_\_\_\_\_.

#### 14. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No. 35680** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (**none unless indicated here**) \_\_\_\_\_, 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:

R G. Smith Equipment Co

(Print or Type)

SIGNATURE OF PRESIDENT:

Patricia J. Smith

(Or Authorized Officer)

TITLE OF SIGNATORY:

PRESIDENT

(Print or Type)

BUSINESS ADDRESS:

623 E NW Hwy Des Plaines, IL 60016

(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: Shirlee L. Smith

(Affix Corporate Seal)

Corporate Secretary Signature

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on this 11 day of August, 2005 by  
as President (or other authorized officer) and  
as Secretary of R G. Smith Equipment Co (Corporation Name).

(Seal)

Nancy A. Frushour

Notary Public Signature



Commission Expires: 12/16/08

## **15. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received **Specification No. 35680** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (**none unless indicated here**) \_\_\_\_\_, 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: \_\_\_\_\_

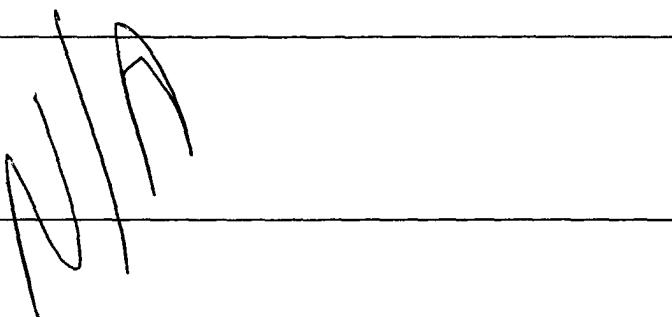
## 16. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No. 35680** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (**none unless indicated here**) \_\_\_\_\_, 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)

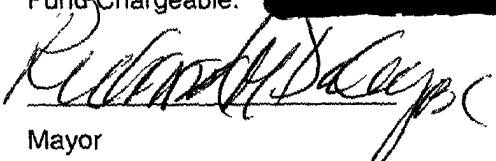
Commission Expires: \_\_\_\_\_

## 17. PROPOSAL ACCEPTANCE

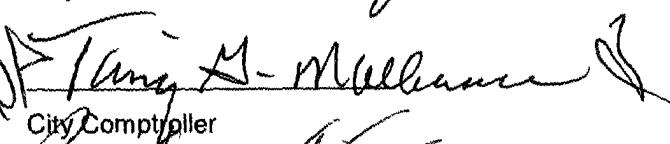
The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: 809,580.00

Fund Chargeable:



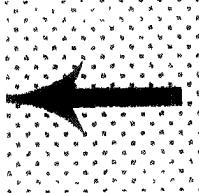
Mayor



City Comptroller



Chief Procurement Officer



Contract Awarded and Released on this 10 day of Nov., 2005  
Da

Approved as to form and legality:

**NOT REQUIRED**

Assistant Corporation Counsel

(REV. 6/30/2000)

Issue Date: \_\_\_\_\_  
CACN Initials: \_\_\_\_\_

## 18. INSURANCE CERTIFICATE OF COVERAGE

Named Insured: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Number and Street)  
(City) (State) (ZIP)

Specification #: \_\_\_\_\_  
RFP: \_\_\_\_\_  
Project #: \_\_\_\_\_  
Contract #: \_\_\_\_\_

### Description of Operation/Location

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

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

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

### Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

Signature of Authorized Rep. \_\_\_\_\_

Agency/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

or City use only

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_

Address: \_\_\_\_\_

ZIP Code: \_\_\_\_\_ Attention: \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: GW  
EGSMF-1

DATE (MM/DD/YYYY)  
08/11/05

PRODUCER  
Horton Insurance Agency, Inc.  
www.thehortongroup.com  
10320 Orland Parkway  
Orland Park IL 60467  
Phone: 708-845-3000

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.

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Ins Co of Illinois	
R. G. Smith Equipment Co. 622 E. Northwest Highway Des Plaines IL 60016	INSURER B: Westport Insurance Corporation	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGE(S)

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.

TRIM/ROUTE LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	83UUNSV6380	10/15/04	10/15/05	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 Emp Bnfts 1 MIL/2 MIL
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	83UUNSV6380	10/15/04	10/15/05	COMBINED SINGLE LIMIT (EA accident) \$1,000,000
A	Hired Autos	83UUNSV6380	10/15/04	10/15/05	BODILY INJURY (Per person) \$
A	NON-OWNED AUTOS	83UUNSV6380	10/15/04	10/15/05	BODILY INJURY (Per accident) \$
	GARAGE LIABILITY ANY AUTO				PROPERTY DAMAGE (Per accident) \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	83HHHSV6381	10/15/04	10/15/05	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000				EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCX002077900	10/15/04	10/15/05	WC STATUS: TORY LIMITS DIF- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

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

Additional insured with respects to general liability only when required by a written contract: City of Chicago

## CERTIFICATE HOLDER

## CANCELLATION

CITYO-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
City Of Chicago Procurement Department 121 N. LaSalle Street., #403 Chicago IL 60602	Kelly A Kekoe AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

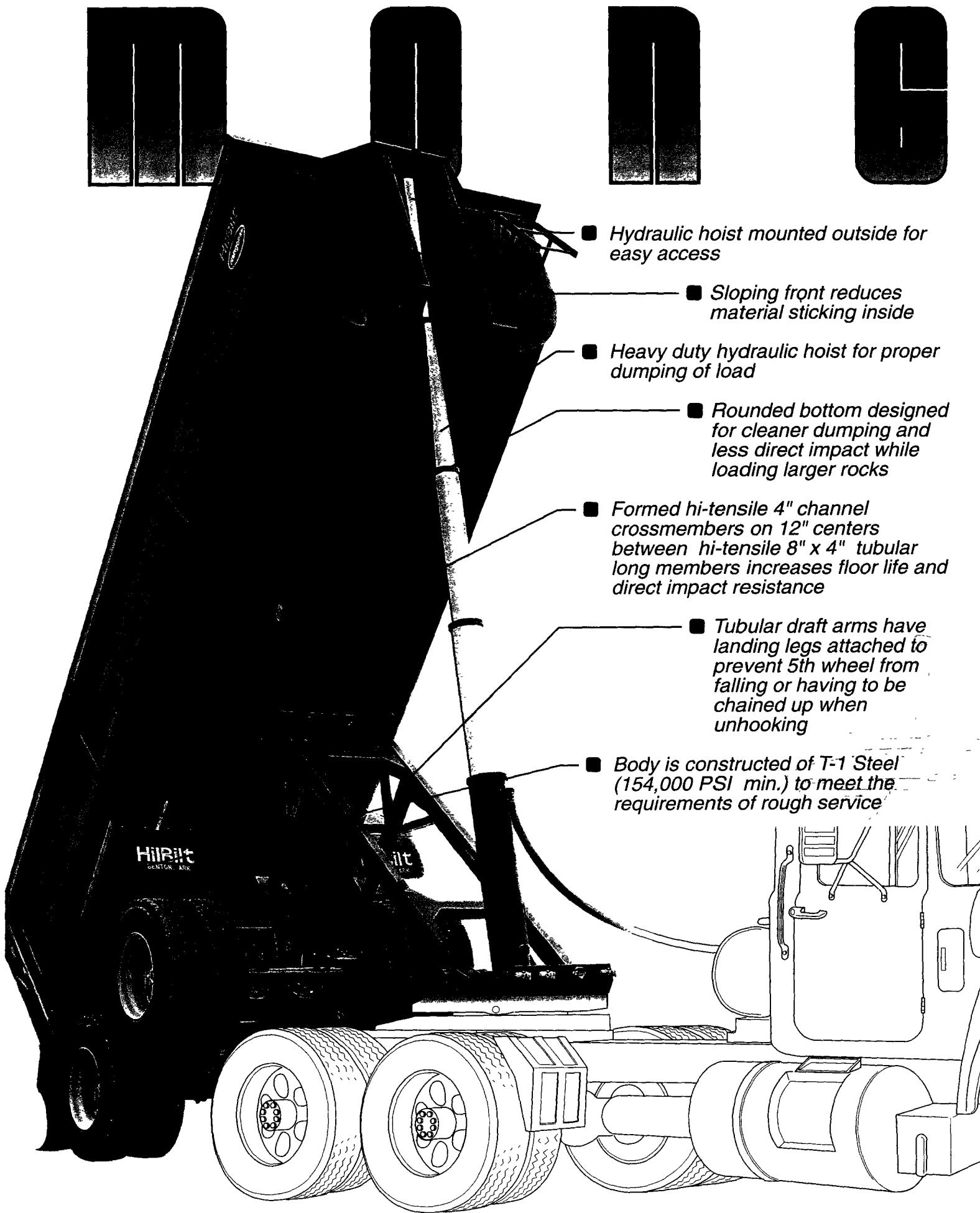
## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# MONGOOSE



**HiBilt®**  
QUALITY THAT WORKS



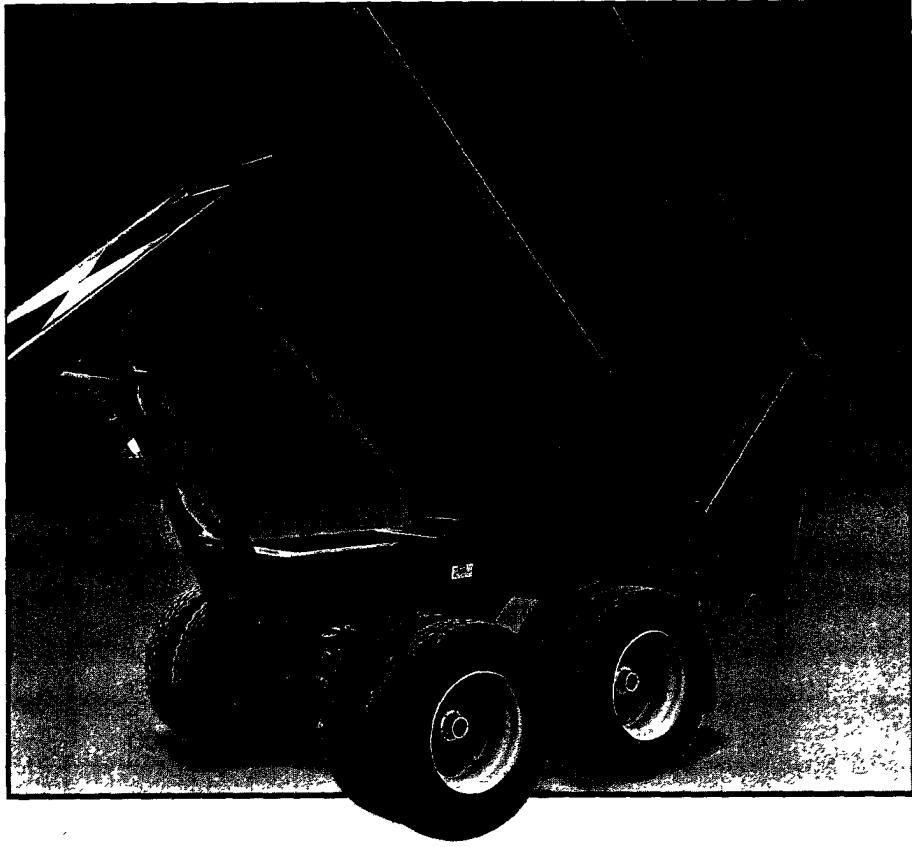
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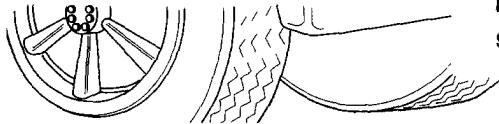
E

TM



■ The Mongoose™ is also offered in the Hi-Dump™ design. The combination of a compression arm connecting the draft arms to the suspension subframe and "all-wheels on the ground" makes the Hi-Dump™ the ultimate in stability.

The hinge at the rear of the body insures high dumping clearance from body to ground. This allows loads to shed more easily and improves stock pile height. It also makes it possible to effectively dump into an asphalt paving machine.



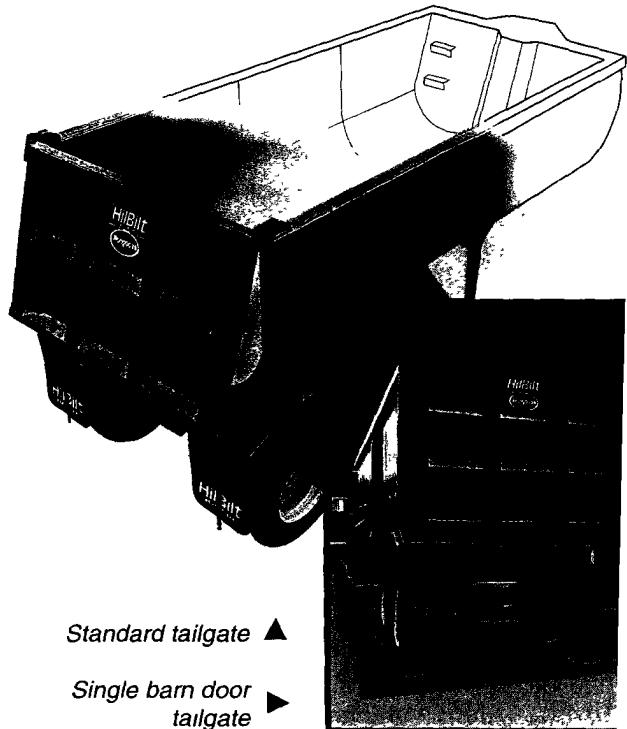
■ The Mongoose™ is offered with three tailgate designs: the standard tailgate with hinges at the top; the single barn door tailgate with hinges on one side; the double barn door tailgate with hinges at the top and on one side. These designs allow the versatility to dump all load types.

The upper tailgate hinge arm is made of T-1 steel plate. All three hinge bushings are heat treated to T-1 hardness. The hinge pin is built to grease all three bushings. This design insures long life and easy service.

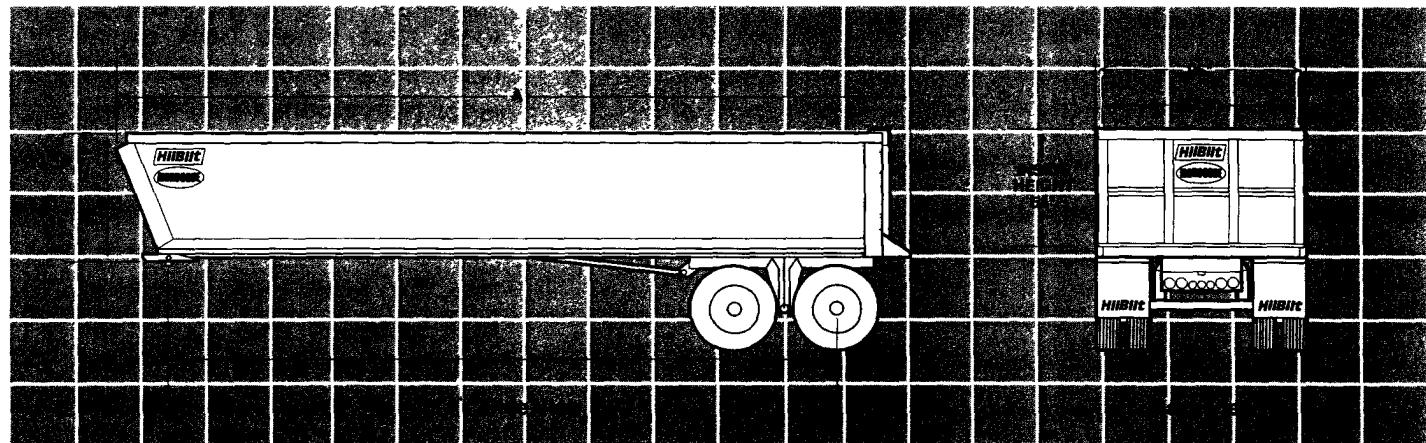
■ The HilBilt Mongoose™ is designed for the tough hauling jobs that others back away from. Whether the requirement is for heavy demolition, rip-rap, or hauling shot rock the steel body has stood the test in all these applications.

The T-1 steel body, which is both abrasion and impact resistant, is offered in 3/16", 1/4", and 5/16" thickness. This allows you to specify the right trailer for the right application.

Through the use of T-1 steel and the Mongoose™ design, the weight of the trailer is reduced, while the strength of the trailer is increased, compared to conventional box style trailers.



# MONGOOSE



#### FRAMELESS TRAILER WEIGHT

	22	24	26	28	30	32
3/16	12,400	12,700	13,150	13,850	14,150	14,650
1/4	13,300	13,650	14,150	14,900	15,250	15,800
5/16	14,200	14,600	15,150	15,950	16,350	16,950
A	23' 8"	25' 8"	27' 8"	29' 8"	31' 8"	33' 8"
B	19'	21'	23'	25'	27'	29'

#### HI-DUMP TRAILER WEIGHT

	22	24	26	28	30	32
3/16	13,575	13,875	14,900	15,275	15,725	16,160
1/4	14,475	14,825	15,900	16,325	16,825	17,300
5/16	15,375	15,775	16,900	17,375	17,925	18,450
A	24'	26'	28'	30'	32'	34'
B	18'	20'	22'	24'	26'	28'



DISTRIBUTOR:

HilBilt Manufacturing Company 20020 Interstate 30  
Benton, Arkansas 72015 501-794-2500