

Vendor No.: \_\_\_\_\_

Purchase Order No.: \_\_\_\_\_

**SPECIFICATION NO.:** 52674A

**RFQ NO.:** 2876

REPLACEMENT PARTS AND REPAIR SERVICE FOR TWO-WAY RADIO EQUIPMENT

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

**STARTING:** \_\_\_\_\_

**THROUGH:** \_\_\_\_\_

**REQUIRED FOR USE BY CITY OF CHICAGO**



VARIOUS CITY DEPARTMENTS

**Fund Number:** 01-006-0100-0584115-0162-220162 (VARIOUS)

**Information:** Theresa McDonnell, Head Purchase Contract Administrator  
**Phone:** 312-744-4919, **e-mail:** tmcdonnell@cityofchicago.org

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

All Bids must be sealed, delivered and received in the City of Chicago, Department of Procurement Services, Bid and Bond Room, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illinois 60602  
**NO LATER than 11:00 a.m., Chicago Time on TUESDAY, JUNE 3, 2008.**

**Bids will be read publicly.**  
**All bids packages must be completed and returned in its entirety.**

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

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Bids must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**REPLACEMENT PARTS AND REPAIR SERVICE FOR TWO-WAY RADIO EQUIPMENT**", the specification number "**52674A**" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

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**Richard M. Daley**  
Mayor

**Montel M. Gayles**  
Chief Procurement Officer

## **LEGAL ADVERTISEMENT NOTICE**

# Table of Contents

1. DEFINITIONS .....	1
2. GENERAL CONDITIONS.....	4
2.1. DOWNLOADABLE DOCUMENTS .....	4
2.2. EXAMINATION BY BIDDER .....	4
2.3. PREPARATION OF PROPOSAL .....	4
2.4. SUBMISSION OF PROPOSALS .....	5
2.5. WITHDRAWAL OF PROPOSALS .....	5
2.6. COMPETENCY OF BIDDER.....	5
2.7. CONSIDERATION OF PROPOSALS.....	6
2.8. ACCEPTANCE OF PROPOSALS .....	6
2.9. PERFORMANCE BOND .....	6
2.10. INTERPRETATION OF CONTRACT DOCUMENTS .....	6
2.11. TAXES.....	6
2.12. CONTRACTOR'S FINANCIAL STATEMENT.....	6
2.13. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS.....	7
2.14. NOTICES.....	7
2.15. NON-DISCRIMINATION .....	7
2.16. INDEMNITY .....	8
2.17. EMPLOYMENT .....	8
2.18. SAFETY AND LOSS CONTROL .....	8
2.19. LIVING WAGE ORDINANCE .....	9
2.20. PREVAILING WAGE RATES .....	10
2.21. PAYMENT TO CONTRACTOR .....	11
2.22. COOPERATION BETWEEN CONTRACTORS .....	12
2.23. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS .....	12
2.24. SUBCONTRACTORS .....	12
2.25. SUBCONTRACTORS WITH DISABILITIES .....	13
2.26. SUBCONTRACTOR PAYMENTS .....	13
2.27. DEMURRAGE AND RE-SPOTTING .....	13
2.28. MATERIALS INSPECTION AND RESPONSIBILITY .....	13
2.29. CASH BILLING TERMS .....	14
2.30. SUPERVISION .....	14
2.31. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE .....	14
2.32. PERMITS.....	14
2.33. AUDITS .....	14
2.34. TIME AND PROGRESS.....	15
2.35. PROVISIONS RELATIVE TO DELAY.....	15
2.36. PRICE REDUCTION .....	16
2.37. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1 .....	16
2.38. CONFLICTS OF INTEREST .....	17
2.39. DISCLOSURE OF OWNERSHIP .....	18
2.40. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1 .....	18
2.41. GOVERNMENTAL ETHICS ORDINANCE .....	18
2.42. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL .....	18
2.43. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO .....	18
2.44. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO.....	19
2.45. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS .....	19
2.46. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE .....	20
2.47. MACBRIDE PRINCIPLES ORDINANCE .....	20
2.48. CONTRACTOR CERTIFICATION.....	21
2.49. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE.....	21

2.50. FEDERAL TERRORIST (NO-BUSINESS) LIST.....	22
2.51. COMPLIANCE WITH ALL LAWS .....	22
2.52. COMPLIANCE WITH ENVIRONMENTAL LAWS.....	22
2.53. SEVERABILITY .....	27
2.54. FORCE MAJEURE EVENT .....	27
2.55. FALSE STATEMENTS.....	27
2.56. DEFAULT .....	27
2.57. DISPUTES.....	28
3. SPECIAL CONDITIONS .....	29
3.1. DOWNLOADABLE DOCUMENTS .....	29
3.2. QUANTITIES .....	29
3.3. BASIS OF AWARD .....	29
3.4. CHICAGO BUSINESS PREFERENCE.....	30
3.5. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES.....	30
3.6. CALCULATION OF MBE/WBE COMMITMENT.....	30
3.7. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER.....	31
3.8. PURCHASE ORDER RELEASES.....	31
3.9. DELIVERY OF REPLACEMENT PARTS AND PERFORMANCE OF SERVICES .....	31
3.10. INVOICES .....	32
3.11. ELECTRONIC ORDERING AND INVOICES .....	32
3.12. PAYMENT .....	33
3.13. CONTRACT PERIOD.....	33
3.14. CONTRACT EXTENSION OPTION.....	33
3.15. UNSPECIFIED ITEMS .....	33
3.16. LABOR RATE ESCALATION .....	34
3.17. PRICE LISTS / CATALOGS .....	34
3.18. AVIATION SECURITY .....	35
3.19. AIRPORT SECURITY BADGES.....	35
3.20. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS .....	36
3.21. PARKING RESTRICTIONS.....	37
3.22. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS SECURITY .....	37
3.23. POLICE SECURITY .....	39
3.24. DEPARTMENT OF WATER MANAGEMENT SECURITY.....	39
3.25. ACCEPTANCE .....	41
3.26. DEEMED INCLUSION .....	41
3.27. NON-APPROPRIATION.....	42
3.28. TERMINATION .....	42
4. CONTRACTORS INSURANCE.....	43
4.1. INSURANCE CERTIFICATE OF COVERAGE .....	45
5. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE.....	46
5.1. POLICY AND TERMS .....	46
5.2. DEFINITIONS .....	47
5.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS .....	47
5.4. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS .....	48
5.5. PROCEDURE TO DETERMINE BID COMPLIANCE .....	50
5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT .....	51
5.7. MBE/WBE SUBSTITUTIONS.....	52
5.8. NON-COMPLIANCE AND DAMAGES.....	52
5.9. ARBITRATION.....	52
5.10. RECORD KEEPING.....	53
5.11. INFORMATION SOURCES.....	53
6. ATTACHMENT A - ASSIST AGENCY.....	55
7. ATTACHMENT B.....	57
8. SCHEDULE B:.....	58
9. SCHEDULE C-1 .....	63

10. SCHEDULE D-1.....	64
11. DBE/MBE/WBE UTILIZATION REPORT .....	70
12. DETAILED SPECIFICATIONS .....	73
12.1. SCOPE .....	73
12.2. TRADE NAME .....	73
12.3. AUTHORIZED DEALER/DISTRIBUTOR/SERVICE REPRESENTATIVE .....	73
12.4. GENUINE PARTS.....	73
12.5. SHOP FACILITIES .....	73
12.6. SERVICE HOURS .....	74
12.7. SERVICE REQUIREMENTS .....	74
12.8. REPLACEMENT PARTS .....	75
12.9. INVENTORY/LEAD TIME.....	75
12.10. IRREPARABLE EQUIPMENT .....	76
12.11. REPAIR PROPOSALS.....	76
12.12. TURN AROUND TIME .....	76
12.13. TIME OF COMPLETION .....	77
12.14. WORK IN PROGRESS .....	77
12.15. CLEAN UP.....	77
12.16. PROTECTION OF WORK, DAMAGES AND REPAIRS .....	77
12.17. PUBLIC CONVENIENCE .....	77
12.18. MANUALS/CERTIFICATES .....	77
12.19. DIAGRAMS/TECHNICAL DRAWINGS .....	77
12.20. GUARANTEE.....	78
12.21. WARRANTY .....	78
12.22. TESTS .....	78
12.23. QUALITY OF WORKMANSHIP AND MATERIALS .....	78
12.24. EMPLOYEES.....	79
12.25. CONFIDENTIALITY .....	79
12.26. EXCEPTIONS.....	80
13. PROPOSAL PAGES .....	81
14. ADDITIONAL PROPOSAL INFORMATION.....	82
14.1. PERSON TO CONTACT REGARDING BID: .....	82
14.2. REFERENCES: .....	82
14.3. INDICATE IF YOU ARE: .....	83
14.4. LOCATION OF SHOP/SERVICE FACILITY: .....	84
14.5. EXCEPTIONS (EXPLAIN):.....	84
15. AFFIDAVIT OF CHICAGO BUSINESS.....	85
16. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT.....	87
16.1. SECTION I -- GENERAL INFORMATION.....	87
16.2. SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS .....	88
16.3. SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS.....	89
16.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES .....	89
16.5. SECTION V -- CERTIFICATIONS .....	90
16.6. SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS.....	94
16.7. SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE .....	96
16.8. CERTIFICATION .....	98
17. PROPOSAL TO BE EXECUTED BY A CORPORATION .....	99
18. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP .....	100
19. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR.....	101
20. PROPOSAL ACCEPTANCE .....	102

## 1. DEFINITIONS

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

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

<b>"Department"</b>	means any Using Department of the City of Chicago;
<b>"Executive Director"</b>	refers to the Chief Executive of the Office of Emergency Management and Communications (O.E.M.C.), of the City of Chicago, and any representative duly authorized in writing to act on the Executive Director's behalf;
<b>"Force Majeure Event"</b>	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).
<b>"Holidays"</b>	means the following days in accordance with the City of Chicago; New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;
<b>"Proposal"</b>	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
<b>"Reporting Formats"</b>	means the appearance in which a report is submitted by the Contractor to the City;
<b>"Services"</b>	means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
<b>"Subcontractor"</b>	means any person or entity with whom the Contractor contracts to provide any part of the Work, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;
<b>"Supervisor"</b>	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
<b>"Work Site"</b>	refers to the location where the work is to be performed by the Contractor.

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

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



## **2. GENERAL CONDITIONS**

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

### **2.1. DOWNLOADABLE DOCUMENTS**

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

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

If the bid solicitation was downloaded from the City of Chicago's website instead of picking it up in paper from the City of Chicago's Bid and Bond Room, the bidder MUST contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at 312-744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at 312-744-5611 to register your company as a document holder for this bid solicitation.

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

### **2.2. EXAMINATION BY BIDDER**

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

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

### **2.3. PREPARATION OF PROPOSAL**

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

If bidder is a corporation, the President and Secretary 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 which 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 805ILCS 405 (1992).

## **2.4. SUBMISSION OF PROPOSALS**

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose in the Department of Procurement Services, Bid and Bond Room, 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 DEPARTMENT OF PROCUREMENT SERVICES, the bidders will be responsible for their delivery to the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 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 and notarized will be rejected.

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

## **2.6. 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.

## **2.7. 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 the Chief Procurement Officer's opinion the best interest of the City will be served by such action.

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

## **2.8. ACCEPTANCE OF PROPOSALS**

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

## **2.9. PERFORMANCE BOND**

No Performance Bond required.

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

## **2.11. TAXES**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. 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 comply with all Federal laws and regulations.

## **2.12. CONTRACTOR'S FINANCIAL STATEMENT**

If requested by the Chief Procurement Officer the bidder will file with the office of the Chief Procurement Officer a **CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION** dated not earlier than the end of the Contractor's last fiscal year period. The Contractor's Statement of Experience and Financial Condition will be kept on file by the Chief Procurement Officer as a representative statement for a period of one (1) year. The Contractor's Statement of Experience and Financial Condition forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current Contractor's Statement of Experience and Financial Condition form on file with the DEPARTMENT OF PROCUREMENT SERVICES may be cause for the rejection of Contractor's Proposal.

## 2.13. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

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

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

## 2.14. NOTICES

All communications and notices to the City herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, 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. LaSalle Street, Chicago, Illinois 60602.

All communications and notices to the bidder, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

## 2.15. 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, 445 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

### C. City Requirements

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

## 2.16. 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. failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor;
4. the City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

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

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

To the extent permissible by law, Contractor waives any limits to the amount of its obligations 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. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

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

## 2.17. EMPLOYMENT

The Contractor must comply with AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State of its political subdivisions, approved June 12, 1935, as amended. Attention is called to Chapter 126-1/2, Section 23, Ill. Rev. Stats. 1987.

## 2.18. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors

are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

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

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

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

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

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

## **2.19. LIVING WAGE ORDINANCE**

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial

workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:

1. if the Contractor has twenty-five (25) or more full-time employees, and
  2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
  3. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. As of July 1, 2007, the Base Wage is \$10.33 per hour. Each July 1st, thereafter the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

## **2.20. PREVAILING WAGE RATES**

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

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

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

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

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

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

## **2.21. PAYMENT TO CONTRACTOR**

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

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

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

Whenever the Chief Procurement Officer notifies the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor neglect or refuse for the period of ten (10) calendar days after such notice is given, as above provided for, to pay such subcontractors, workmen and employees, the City may then apply any money due or that may become due under the contract to the payment of such subcontractors, workmen and employees without other or



further notice to said Contractor; but failure of the City to retain and apply such moneys, or of the Chief Procurement Officer to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such subcontractors, workmen or employees upon any bond given in connection with such contract.

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

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

## **2.22. COOPERATION BETWEEN CONTRACTORS**

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

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

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

## **2.23. 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 will not transfer or assign any contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

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

## **2.24. SUBCONTRACTORS**

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

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

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

## **2.25. SUBCONTRACTORS WITH DISABILITIES**

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

## **2.26. SUBCONTRACTOR PAYMENTS**

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

[http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf).

The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Contractor for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

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

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

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

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

## **2.28. MATERIALS INSPECTION AND RESPONSIBILITY**

The City, by its engineering agencies, 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 must be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City.

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

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

## **2.29. CASH BILLING TERMS**

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

## **2.30. SUPERVISION**

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

## **2.31. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE**

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

## **2.32. PERMITS**

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

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

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

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

### **2.34. TIME AND PROGRESS**

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

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

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

### **2.35. PROVISIONS RELATIVE TO DELAY**

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

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

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

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

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

## 2.36. PRICE REDUCTION

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

- 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.

## **2.38. 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 shall be employed.

### **2.39. 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.

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

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

### **2.41. GOVERNMENTAL ETHICS ORDINANCE**

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

### **2.42. 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.

### **2.43. 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.

#### **2.44. 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 ;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

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

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

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

#### **2.45. 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 officials spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

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

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

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

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

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

## **2.47. 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 bidders 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 (DOT) except to the extent Congress has directed that the Department of Transportation (DOT) 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 (DOT).

## **2.48. 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.

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

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

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

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

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

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

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

## **2.50. 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.

## **2.51. 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.

## **2.52. COMPLIANCE WITH ENVIRONMENTAL LAWS**

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

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

- A. As part of its Compliance with All Laws, as set forth hereinabove, Contractor must observe and comply with, inter alia, all Environmental Laws and impose on all Subcontractors all requirements of all environmental Laws. No provision of this Contract limits, or is intended in any way to limit, Contractor's obligation to observe and comply with all Laws, including but not limited to all Environmental Laws.

By entering into this Contract, Contractor acknowledges that many Environmental Laws may apply to the Contract and to Contractor's and Subcontractors' performance of the Work.

By entering into this Contract, Contractor also acknowledges that U.S. EPA, U.S. DOT and other agencies of the federal, state and local governments have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract or the Work.

Listed below in Section H are requirements of particular concern to the City. By entering into this Contract, Contractor acknowledges and agrees that this list does not constitute the only Environmental Laws that apply or may apply to performance of the Work under this Contract.

Contractor must include the provisions listed in Section H in all subcontracts; and Contractor must additionally include in all subcontracts a statement specifying that the provisions so listed do not constitute the only Environmental Laws that apply or may apply to Subcontractors' performance of and under their subcontracts with Contractor.

By entering into this Contract, Contractor acknowledges and agrees that if Contractor fails to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this contract. By entering into this Contract, Contractor further acknowledges and agrees that such termination may adversely affect Contractor's eligibility for future contract awards.

**B. Notification of Environmental Claims and of Community Meetings and Media Involvement**

In the event of any claim, demand, action notice of violation or other notice of any kind by any person or any entity of any kind, whatsoever, against Contractor or any Subcontractor regarding Contractor's or any Subcontractor's failure or alleged failure to comply with any Environmental Law ("Environmental Claim"), Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of becoming aware of such Environmental Claim and must also submit a copy of any Environmental Claim to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment within twenty-four(24) hours of receipt of same by Contractor or any Subcontractor.

Contractor must provide evidence to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator or to the satisfaction of a court or administrative agency having jurisdiction with respect to the claim, demand, action notice of violation or other notice of any kind, or to the satisfaction of the Chief Procurement Officer and Commissioner of the Chicago Department of Environment.

Contractor must notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment of any community meetings, media involvement or media coverage relating to: any release, alleged release, threatened release, or allegedly threatened release of any substance, matter or thing relating in any way to the Work under this Contract; any loading, transportation/hauling, treatment, storage, disposal or other handling of any materials, including but not limited to any Waste, under this Contract; or otherwise relating to any Environmental Laws or any charge or allegation of violation of or noncompliance with any Environmental Laws, in which Contractor or any Subcontractor is asked or invited to participate. The notice must be provided to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment as early as possible before Contractor or any Subcontractor participates in any such community meetings, media involvement or media coverage.

**C. Releases and Threatened Releases**

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, in the event of any release or threatened release of any material, including but not limited to Waste, and including but not limited to any Hazardous Waste or Special Waste, relating in any way to any of the Work under this Contract, regardless whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor and any Subcontractors with respect to the release or threatened release.

If Contractor or any Subcontractor is required pursuant to any Environmental Law to submit or file any notice or report of any kind to any person or entity relating to any release, alleged release, threatened release or allegedly threatened release of any substance, matter or thing relating in any way to any of the Work under this Contract, Contractor must provide a copy of such notice or report to the Chief

Procurement Officer and Commissioner of the Chicago Department of Environment at the same time that Contractor or any Subcontractor submits or files the notice or report in accordance with the Environmental Law.

D. Environmental Permits and Other Environmental Records and Reports.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must show evidence of, and keep current throughout the term of this Contract, all permits, insurance certificates and other authorizations required by any federal, State, City or other governmental body or agency pursuant to any Environmental Law.

When requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, Contractor must submit copies of any or all permits, insurance certificates and other authorizations required by any Environmental Law.

Copies of all permits, insurance certificates and other authorizations that require periodic renewal must be forwarded to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment throughout the duration of this Contract.

By entering into this Contract, Contractor acknowledges and agrees that noncompliance with these requirements constitutes sufficient cause for termination of this Contract and for declaring Contractor non-responsible in future bids.

In addition to any and all other records and reports that are or may be required by any Environmental Laws, Contractor is required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including but not limited to:

1. Vehicle maintenance records;
2. Safety and accident reports;
3. IEPA or OSHA manifests;
4. Disposal records, including but not limited to records showing the disposal site used, date, truck number and disposal weight, types of waste, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
5. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

E. Handling of Materials, Including but Not Limited to Waste

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor is responsible for the proper, lawful handling, including but not limited to treatment, storage, transportation/hauling and disposal, of all materials, including but not limited to all Waste, by Contractor and all Subcontractors.

By entering into this Contract, Contractor acknowledges and agrees that treatment, storage, transportation/hauling, disposal or other handling by a Subcontractor or other third party does not relieve Contractor of its responsibility for proper treatment, storage, transportation/hauling, disposal and other handling of all materials, including but not limited to all Waste.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all treatment, storage, transportation/hauling, disposal and other handling of any materials, including but not limited to any Waste, must be at a facility that is properly licensed and permitted in accordance with any and all Environmental Laws to accept and treat, store, transport/haul, dispose or otherwise handle the particular materials delivered to it in accordance with all Environmental Laws ("Facility").

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, before generating or in any way handling any Waste relating to the Work under this Contract, or allowing any Subcontractor to generate or handle any Waste, Contractor must identify to the Chief Procurement Officer and Commissioner of the Chicago Department of

Environment all Facilities to which Contractor has contractual access and for which all required permits and/or licenses have been obtained and are current and valid.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must upon request provide the Chief Procurement Officer or Commissioner of the Chicago Department of Environment or his designated representative with copies of all documents, including but not limited to load tickets, manifests, bills of lading, scale tickets, and permits and/or licenses, pertaining to any treatment, storage, transportation/hauling, disposal and other handling of any material, including but not limited to any Waste, by Contractor, any Subcontractor, or any Facility or other third party, that Contractor or any Subcontractor submits to, prepares for, or receives from any Facilities that Contractor uses in the course of its performance of and under this Contract.

If any Facility that Contractor proposes to use does not possess all necessary, current, valid permits and/or licenses to accept the materials to be treated, stored or disposed of, then Contractor must replace the Facility submitted as part of its bid proposal at no additional cost to the City.

If Contractor disposes of any materials, including but not limited to any Waste, at any site that is not properly permitted, Contractor, by entering into this Contract, acknowledges and agrees that it will be responsible for all costs associated with the removal of the materials to a properly licensed/permitted Facility and for any other costs, including but not limited to any civil or other penalties, damages, fees, charges, litigation costs, attorneys' fees, or other costs of any kind, whatsoever, that apply or may apply as a result of the application or enforcement of any Laws and any response thereto.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must verify, in writing, whenever requested by the Chief Procurement Officer or Commissioner of the Chicago Department of Environment, that all materials, including but not limited to Waste, that Contractor or any Subcontractor generates or accepts from the City have been treated, transported/hailed, stored, disposed of or otherwise handled in compliance with all Environmental Laws.

The form for identifying Contractor's Facilit(ies) and acknowledging terms and conditions relating thereto that Contractor has executed and attached to this Contract is incorporated by reference (Attachment "B"). In addition to the representations and requirements contained on Attachment B, Contractor acknowledges and agrees that unless otherwise authorized in writing by the Commissioner of the Chicago Department of Environment, Contractor must not use or continue to use any Facility identified on Attachment B that (i) has been cited by any governmental agent or entity as being in violation of any Environmental Law or of any City ordinance of any kind, whatsoever; or (ii) does not have a legally required permit. If only one (1) Facility was identified on Attachment B, Contractor must arrange for a substitute Facility that meets the requirements specified on Attachment B and provide a revised Attachment to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment before transporting/hauling or allowing the transport/hauling of any material, including but not limited to any Waste, to any Facility. Contractor further acknowledges and agrees that any such substitution and any delay or activity of any kind relating to any such substitution is at no additional cost to the City, regardless of the reasons necessitating such substitution.

F. Equipment and Environmental Control During Transport

As part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must transport/haul all materials, including but not limited to Waste, in vehicles and/or containers that comply with all Environmental Laws; and all equipment used to transport any materials, including but not limited to Waste, must be designed and operated to prevent spillage, leakage, or other release of any kind during the transport operation.

Also as part of or in addition to the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, all equipment used by Contractor or any Subcontractor must fully comply with all Laws, including but not limited to all Laws pertaining to size, load weight, safety, and including but not limited to any Environmental Laws.

G. Environmental Control

In performing the Work, and as part or in addition to of the requirement to observe and comply with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must become thoroughly familiar with all Laws relating to, inter alia, the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations.

As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must employ all reasonable measures to reduce the noise of heavy construction equipment and to control and minimize any dust, smoke, and fumes from construction equipment and other operations on the Work site and any dirt and noise created by heavy truck operations over City streets.

H. Environmental Protection

The purpose of this subsection is to alert Contractor to some of the Environmental Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same. This subsection does not, and is not intended to, set forth all of the Laws or Environmental Laws with which Contractor must comply. By entering into this Contract, Contractor acknowledges and agrees that this subsection does not and is not intended in any way to limit Contractor's obligation to comply with all Laws, including but not limited to all Environmental Laws, and with all other provisions of this Contract, in performing the Work.

Some, but not all, of the major federal Laws that affect or may affect this Contract or Contractor's or Subcontractors' performance of and under same, are: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; Toxic Substances Control Act, as amended, 15 USC §§2601 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. Contractor and Subcontractors must also comply with, inter alia, Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. **Air Quality.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. This includes, but is not limited to, compliance with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.
2. **Clean Water.** As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all applicable standards, orders, rules or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the Chief Procurement Officer and Commissioner of the Chicago Department of Environment and the appropriate U.S. EPA Regional Office.

3. List of Violating Facilities. Contractor acknowledges and agrees that any facility of any kind to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and as part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must promptly notify the Chief Procurement Officer and Commissioner of the Chicago Department of Environment if Contractor or any Subcontractor receives any communication from the U.S. EPA that any such facility is under consideration for inclusion on the List.

Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Work, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

Waste Handling. As part of or in addition to complying with all Laws, including but not limited to all Environmental Laws, as those terms are defined hereinabove, Contractor must comply with all waste handling provisions set out in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Administrative Code, and Chapters 7-28 and 11-4 of the Chicago Municipal Code.

### **2.53. SEVERABILITY**

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

### **2.54. FORCE MAJEURE EVENT**

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

### **2.55. FALSE STATEMENTS**

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

### **2.56. DEFAULT**

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the



specified time, or shall perform the work in an unsatisfactory manner, or will neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or will discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or will make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Chief Procurement Officer will give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of ten (10) calendar days after such notice, will not proceed in accordance therewith, then the Chief Procurement Officer acting for and on behalf of the City will, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the Chief Procurement Officer at his option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force account, or may enter into a new contract for the completion of the work, by or on its own force account, or may enter in a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner will be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor will be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense will exceed the sum which would have been payable under this contract, the Contractor and the surety will be liable and shall pay to the City the amount of such excess.

## **2.57. 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 will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

### **3. SPECIAL CONDITIONS**

#### **3.1. DOWNLOADABLE DOCUMENTS**

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

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

If the bid solicitation was downloaded from the City of Chicago's website instead of picking it up in paper from the City of Chicago's Bid and Bond Room, the bidder MUST contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at 312-744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at 312-744-5611 to register your company as a document holder for this bid solicitation.

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

#### **3.2. QUANTITIES**

Any quantities shown on the Proposal Page are estimated quantities for the initial thirty-six (36) month contract period and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to procure any Replacement Parts and Repair Service for Two-Way Radio Equipment other than those determined by the Various Using Departments to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities as are from time to time ordered, delivered and accepted on releases issued directly by the Various Using Departments.

#### **3.3. BASIS OF AWARD**

A contract will be awarded to a responsive and responsible bidder offering the Lowest Total Bid Price and meeting all the terms and conditions of this specification.

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

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to, the costs of labor, materials, delivery, transportation charges, replacement parts, re-stocking fees, insurance, taxes, fees, etc., that are required by this specification.

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

### **3.4. 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.

### **3.5. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES**

Any contract pursuant to these specifications shall be in accordance with all ordinances and/or resolutions concerning cooperative governmental purchasing under joint purchase agreement approved by the City Council (Journal of Proceedings, City Council, Chicago April 20, 1964, page 2589-2590, by the Cook County Board of Commissioners on April 9, 1965).

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

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

For purposes of calculating bidder's percentage of Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) dollar commitment toward the minimum goal of 16.9% MBE and 4.5% WBE participation as stated in the Special Condition Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidders total bid price will be used to calculate the actual dollar commitment to each MBE and/or WBE firm listed on your Schedule D-1, MBE/WBE Goal Implementation Plan. If at the end of this contract, the actual dollar value is below the estimated value, the City will consider adjustments to your MBE/WBE plan which are proportionate to the actual dollar value of this contract.

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs 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. During the term the contract, the Contractor will submit monthly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due monthly thereafter.
- C. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.  
(**NOTICE:** Do not submit invoices with MBE/WBE Utilization Reports.) Final payments may be held until the Utilization Reports have been received.
- D. The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

### **3.7. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER**

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

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. FMPS Proposal Page(s).
5. Economic Disclosure Statement and Affidavit.
6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
7. City of Chicago Insurance Certificate of Coverage.

**NOTE:** Bidder must acknowledge receipt of a full set of contract documents and any Addenda at the top of the Proposal Execution Page.

### **3.8. PURCHASE ORDER RELEASES**

Requests for Replacement Parts and Repair Service for Two-Way Radio Equipment in the form of purchase order releases will be issued by the Various Using Departments and sent to the Contractor to be applied against the contract. Purchase order releases will indicate quantities ordered for each line item, commodity code, quantity, unit/total cost, delivery or service address, service or delivery date and other pertinent instructions regarding delivery.

### **3.9. DELIVERY OF REPLACEMENT PARTS AND PERFORMANCE OF SERVICES**

Delivery of Replacement Parts and the performance of Repair Service for Two-Way Radio Equipment must be made F.O.B., City of Chicago, Various Using Department, regardless of the purchase order release amount.

Deliveries of Replacement Parts and the Performance of Services must be made between the hours of 7:00 a.m. through 3:00 p.m., Monday through Friday, excluding Sunday and any legal holidays.

The City reserves the right to add or delete locations as required during the Contract Period.

### **3.10. INVOICES**

Original invoices and Subcontractor Payment Certification forms must be forwarded by the Contractor to the Various Using Departments to apply against the contract. Invoices and Subcontractor Payment Certification forms must be submitted in accordance with the mutually agreed upon time period with the Various Using Department(s).

Invoices for the Office of Emergency Management and Communications will be forwarded to:

1411 W. Madison  
Chicago, Illinois 60611

Invoices for the Department of Streets and Sanitation will be forwarded to:

121 N. LaSalle – Room 700  
Chicago, Illinois 60602

All invoices and Subcontractor Payment Certification forms must be signed, dated and reference the City contract number. Each job and/or location must be invoiced separately. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice and Subcontractor Payment Certification form. If a Contractor has more than one (1) contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice commodity codes, quantities, unit/total cost, delivery or service description, unit of measure and pricing information must correspond to the items quoted on the Proposal Pages.

The City will verify the Contractor's reported monthly volumes and will not be obligated to pay for any Replacement Parts and Repair Service for Two-Way Radio Equipment which were non-compliant with the terms and conditions of this specification.

Invoices for overshipments or items with wage/price escalations will be rejected unless the contract includes a provision for such an adjustment by contract modification. Freight, handling and shipping costs are not to be invoiced; contract terms specify deliveries F.O.B, City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

### **3.11. ELECTRONIC ORDERING AND INVOICES**

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

### **3.12. PAYMENT**

The City will process payment within sixty (60) calendar days after receipt of invoices and Subcontractor Payment Certification forms completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Replacement Parts and Repair Service for Two-Way Radio Equipment provided under this contract.

The City will not be obligated to pay for any Replacement Parts and Repair Service for Two-Way Radio Equipment provided which were non-compliant with the terms and conditions of these specifications. Any services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

### **3.13. CONTRACT PERIOD**

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

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

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

### **3.14. CONTRACT EXTENSION OPTION**

This Contract will be in effect for the dates indicated herein for the thirty-six (36) month contract period. The Chief Procurement Officer may exercise the City's right to extend this Contract following the expiration of the base contract term for up to two (2) years, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

No less than ninety (90) calendar 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 one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract.

### **3.15. UNSPECIFIED ITEMS**

Any Replacement Parts and/or Repair Service for Two-Way Radio Equipment not listed in herein may be added to this contract if they fall within the same specific category of Replacement Parts and/or Repair Service for Two-Way Radio Equipment specified. The lifetime usage of the items added to the Contract must not exceed ten percent (10%) of the originally awarded total contract value.

A Using Department will notify the Contractor in writing of the Replacement Parts and/or Repair Service for Two-Way Radio Equipment which are necessary and request a written price proposal for the addition of the Replacement Parts and/or Repair Service for Two-Way Radio Equipment to this contract by modification, then forward the documents to the Chief Procurement Officer. Such Replacement Parts and/or Repair Service for Two-Way Radio Equipment may be added to the contract only if the price are competitive with current market

prices and said Replacement Parts and/or Repair Service for Two-Way Radio Equipment are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said Replacement Parts and/or Repair Service for Two-Way Radio Equipment from other suppliers and to procure such Replacement Parts and/or Repair Service for Two-Way Radio Equipment in a manner which serves the best interest of the City.

Any such Replacement Parts and/or Repair Service for Two-Way Radio Equipment delivered by the Contractor without a properly executed contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any Replacement Parts and/or Repair Service for Two-Way Radio Equipment.

### **3.16. LABOR RATE ESCALATION**

Labor rates are to be fixed and firm for the initial thirty-six (36) month term of the contract period. After the initial thirty-six (36) months of the contract the Contractor may request an increase to the labor rates for **lines 1 and 2 only**, based on the prevailing wage rate at the time of escalation request. Beginning on the date after the initial thirty-six (36) month(s) term, and for each twelve (12) month anniversary thereafter, annual labor rate adjustments for **lines 1 and 2 only** may be made after receipt of written request from the Contractor made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

The Contractor will be required to furnish supporting documents to verify the new rates and the effective date of the change and to furnish a certified statement or affidavit which is to state information requested by the Chief Procurement Officer to verify the rate change. Any labor rate adjustments will be made in the form of a contract modification signed by the City and the Contractor.

If approved by the Chief Procurement Officer, a properly executed contract modification must be signed by the Contractor and the City to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

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

### **3.17. PRICE LISTS / CATALOGS**

For bid evaluation purposes, the bidder will submit with its bid eight (8) copies of price lists/catalogs quoted on the Proposal Page. Failure to furnish price lists may be cause for rejection of the bid for being non-responsive to this requirement.

Before a contract can be awarded, the Contractor must submit copies of all current manufacturers or other accepted published price lists/catalogs indicated on the Proposal Pages, **lines 3 through 20 only** for use by the Department of Procurement Services, Comptrollers Office and each participating department to facilitate audit of all invoices and purchase order releases off the contract. The Contractor will be responsible for forwarding new price lists or supplements of latest revision to all participating City departments, the Comptrollers Office and Department of Procurement Services during the contract period.

The original submitted and accepted Price List(s)/Catalog(s) will be valid and firm for the initial twelve (12) month contract term beginning with the start date of the Contract. Price list(s)/catalogs price changes and/or issuance of revised price list(s)/catalog(s) is restricted to a no less than a quarterly change. All pricing will be governed by the

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

### **3.18. AVIATION SECURITY**

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

### **3.19. AIRPORT SECURITY BADGES**

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

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

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

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

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



- All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Drivers License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

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

### **3.20. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS**

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

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

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

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

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to the following paragraph, and be similar and equal to Crouse-Hinds Type EOL, conforming to FAA Specifications: -810. All obstruction lights must be kept continuously in operation between sunset and sunrise seven (7) days a week and also during any daylight periods when aircraft ceiling is

below 500 feet and visibility is less than five (5) miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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

### **3.21. PARKING RESTRICTIONS**

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

### **3.22. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS SECURITY**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

- i. Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- ii. Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
- iii. Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to

any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to a O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- i. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- ii. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- iii. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- iv. All required City stickers and State Vehicle Inspection stickers must be valid.
- v. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

### **3.23. POLICE SECURITY**

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

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

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

### **3.24. DEPARTMENT OF WATER MANAGEMENT SECURITY**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to

require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

- i. Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- ii. Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
- iii. Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- i. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- ii. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- iii. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

- iv. All required City stickers and State Vehicle Inspection stickers must be valid.
- v. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

### **3.25. ACCEPTANCE**

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any Service will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Replacement Parts and Repair Service for Two-Way Radio Equipment which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

### **3.26. DEEMED INCLUSION**

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

### 3.27. 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 shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this contract are exhausted. No payments will be made to the Contractor under this contract beyond those amounts appropriated and budgeted by the City to fund payments under this contract.

### 3.28. 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 ten (10) calendar days after the effective date stated in the notice.

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

If the City's 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 Termination provision.

## 4. CONTRACTORS INSURANCE

The Contractor must provide and maintain for the life of this Contract and 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 a service 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 \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, 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.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

#### 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.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

#### 4. Property

The Contractor must be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used, leased, or rented, by Contractor.

The Contractor must be responsible for all loss or damage to City of Chicago property at full replacement cost.

### B. ADDITIONAL REQUIREMENTS

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



Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

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

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

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

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

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

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

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

If Contractor or subcontractor desire 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.

### 4.1. INSURANCE CERTIFICATE OF COVERAGE

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

Specification No.: 52674A  
 RFQ No.: 2876  
 Project Description: P&S for 2-Way Radio Equipment

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

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

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

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

Name of City Department requesting certificate: (Using Dept.): \_\_\_\_\_  
 Address: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Attention: \_\_\_\_\_

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

### 5.1. 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 Contractor's MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.
- 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.

## 5.2. 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.

## 5.3. 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.

#### **5.4. 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.

### 5.5. PROCEDURE TO DETERMINE BID COMPLIANCE

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

#### 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 5.4. 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 5.5A. 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.

**5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. In the case of one (1) time procurements of supplies with either single or multiple deliveries to be performed in less than one (1) year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments will be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice. **(NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.")** Final payments may be held until the Utilization Reports have been received.
- C. During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be in no case less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due quarterly thereafter.
- 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 will be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.



## 5.7. MBE/WBE SUBSTITUTIONS

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

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

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

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

## 5.8. NON-COMPLIANCE AND DAMAGES

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

- 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.

## 5.9. 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 arbitral 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.

### **5.10. RECORD KEEPING**

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

### **5.11. INFORMATION SOURCES**

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

U.S. Small Business Administration

500 W. Madison Street, Suite 1250

Chicago, Illinois 60661

General Information

(312) 353-4528

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: Tracye Smith, Executive Director  
(312) 755-8880

## 6. 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 #: (773) 326-2200  
Fax #: (773) 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 #: (312) 563-0746  
Fax #: (312) 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: 33 N. LaSalle Street  
2100 W. Washington Suite 1720  
Chicago, IL 60612 Chicago, IL 60602  
Phone #: (773) 271-1364 Phone #: (312) 372-3010  
Fax #: (773) 271-1364 Fax #: (312) 372-3403  
Web: [dinajonesin@yahoo.com](mailto:dinajonesin@yahoo.com) Web: [www.maccbusiness.com](http://www.maccbusiness.com)  
Attn: Diane Jones, President Attn: Juan Ochoa, President & CEO  
Attn: Arnette King, General Manager

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

**7. ATTACHMENT B**

*On Bidder/proposer's Letterhead*

RETURN RECEIPT REQUESTED

(Date)

Re: Specification No. 52674A

Project Name: Replacement Parts and Repair Service for Two-Way Radio Equipment

(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:

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

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

Sincerely,

## 8. 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):

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

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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:

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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:

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

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

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\_\_\_\_\_  
\_\_\_\_\_

D. Acquisition of lines of credit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Acquisition and indemnification of payment and performance bonds:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Negotiating and signing labor agreements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

VIII. Financial Controls of joint venture:

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IX. State the approximate number of operative personnel (by trade) needed to perform the joint 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: \_\_\_\_\_

**9. SCHEDULE C-1**

Project Description: Replacement Parts and Repair Service for Two-Way Radio Equipment

Specification Number: 52674A

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

MBE: Yes \_\_\_ No \_\_\_

WBE: Yes \_\_\_ No \_\_\_

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

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of \_\_\_\_\_ to \_\_\_\_\_ for a period of five 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:

\$ \_\_\_\_\_ %

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**10. SCHEDULE D-1**

**AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN**

Project Description: Replacement Parts and Repair Service for Two-Way Radio Equipment

Specification Number: 52674A

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

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

\_\_\_\_\_

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: \_\_\_\_\_

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

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

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

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

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

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

\*(see next page)

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

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

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

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

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

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

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

\*(see next page)

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

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

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

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

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

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

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

\*(see next page)

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

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

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

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

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

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

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

\*(see next page)

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

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

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

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

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

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

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

\*(see next page)

6. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within 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
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____

2. MBE Indirect Participation (from Section II.)

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

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
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: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Affiant (Date)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ name/s of person/s)

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

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Notary Public Signature: \_\_\_\_\_

(Seal)

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

**11. 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 Number: 52674

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

Contract Number: \_\_\_\_\_

Date of Award: \_\_\_\_\_

Utilization Number: \_\_\_\_\_

Project Description: Replacement Parts and Repair Service for Two-Way Radio Equipment

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**

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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)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ name/s of person/s)

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

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Notary Public Signature: \_\_\_\_\_

(Seal)

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

## 12. DETAILED SPECIFICATIONS

### 12.1. SCOPE

The Contractor will provide Non-Motorola Replacement Parts, separately or in conjunction with Repair Service for Two-Way Radio Equipment, to the City of Chicago, various Using Departments, all in accordance with the terms and conditions of this Specification.

**Note: The purchase of new equipment or Motorola parts and accessories are prohibited under this contract.**

### 12.2. TRADE NAME

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

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items 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 item 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 item the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

### 12.3. AUTHORIZED DEALER/DISTRIBUTOR/SERVICE REPRESENTATIVE

The Contractor must be none other than the equipment manufacturer, the manufacturer's authorized dealer/distributor/the manufacturer's certified service representative and be capable of providing genuine parts, assemblies, accessories, upgrades and/or repair services as supplied by the original equipment manufacturer (O.E.M.). Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product re-call notices, etc.

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

### 12.4. GENUINE PARTS

Non-Motorola parts, accessories, assemblies and/or components furnished under this contract will be genuine parts as manufactured or supplied by the Original Equipment Manufacturer (OEM) unless stated otherwise in this specification. All parts, accessories, assemblies and/or components furnished must be compatible and interchangeable with existing City owned equipment.

### 12.5. SHOP FACILITIES

The Contractor must operate a fully equipped repair shop or service facility and employ certified, factory trained personnel who are authorized to perform service and/or repair work on the specified equipment described herein. Upon request, the shop facility will be open to inspection by City representatives.

The shop or service facility must be equipped with the necessary equipment and supply of parts, either in stock or readily available, to properly and expeditiously perform all repair and service operations that may be required.

The Contractor's facility will be of sufficient size and accessibility to accommodate the anticipated amount of repair service to City owned equipment.

The Contractor will have available an enclosed, secured area to store City equipment awaiting repairs.

## 12.6. SERVICE HOURS

Any work performed under this contract at a City facility will be performed during the following:

Regular service hours	8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Saturday, Sunday and any legal holidays.
Overtime hours	4:01 p.m. to 7:59 a.m., Monday through Friday, including Saturday, Sunday and any legal holidays.

## 12.7. SERVICE REQUIREMENTS

### Notification

The Department will contact the Contractor by phone and by purchase order release, for any replacement parts and/or repair services required. The Department will furnish the Contractor with the location and description of the type of replacement parts and/or repair service required. The name and phone number of a contact person will be provided at the time of notification.

### Repair Service

The Contractor will respond to requests for repair service within forty-eight (48) hours of written and/or verbal notification by the Using Department or authorized representative. The Contractor will inspect the equipment and prepare a written proposal, for all repairs.

Repair Service will be billed as follows:

- hours of labor to repair the equipment
- cost of parts to repair the equipment

The unit cost for Repair Service Labor performed will be billed as a straight time, hourly rate, Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding nights, Saturday, Sunday and legal holidays, as quoted on the Proposal Page(s).

All costs associated with labor for Repair Service are to be included in the hourly rate as quoted on the Proposal Page bid line 1. The hourly rate will include any and all peripheral costs.

### Emergency Repair Service

The Contractor must be available seven (7) days a week, twenty-four (24) hours per day and must be prepared to respond to Emergency Repair Service calls in the event the decorative fountain is damaged and/or becomes inoperable.

The Contractor will be notified by phone, by an authorized representative of the Office of Emergency Communications or Using Department when Emergency Repair Service is required. The Contractor must respond to an Emergency Repair Service call within four (4) hours of receipt of call. The Contractor will inspect the equipment and prepare a written proposal, for all emergency repairs.

The cost of Emergency Repair Service will be billed as follows:

- hours of labor to repair the equipment
- cost of parts to repair the equipment

The unit price for Emergency Repair Service performed during regular hours will be billed as a straight time, hourly rate, Monday through Friday, 8:00 a.m. to 4:00 p.m., as quoted on the Proposal Page bid line 2.

All costs associated with labor for Emergency Repair Service are to be included in the hourly rate as quoted on the Proposal Page(s). The hourly rate will include any and all peripheral costs.

The Contractor will not perform any work during other than normal regular working hours without prior authorization from the Using Department.

## 12.8. REPLACEMENT PARTS

Non-Motorola replacement parts, components, assemblies and/or accessories furnished under this contract must be genuine replacement parts as manufactured or supplied by the Original Equipment Manufacturer (O.E.M.) unless O.E.M. replacement parts, components, assemblies and/or accessories are no longer available.

All replacement parts, components and/or assemblies furnished that are not O.E.M. are to be considered "Generic" and must be compatible and interchangeable with existing City owned equipment. The Department must be informed of any "generic" replacement parts used and reserves the right to refuse the use of those replacement parts.

The cost for any replacement parts, components, assemblies and/or accessories purchased either separately or in conjunction with repair service will be based on a discount-off the Manufacturer's Suggested List Price, **lines 3 through 20 only**, as quoted on the Proposal Page(s). The Contractor must furnish the manufacturer's retail price list, the manufacturer's invoice or print of the manufacturer's list price from the manufacturer's Internet Website for any replacement parts, components, assemblies and/or accessories purchased or used. The equipment and/or manufacturer's listed herein are not all inclusive and the City reserves the right to add and/or delete equipment or manufacturer's at any time.

In order to verify the price of any item purchased or used, the Contractor must provide the City with the manufacturer's Internet Website address, where available, that will enable the City the ability to view the price of the items being purchased or used. The price list is to be an authentic manufacturer's price list and not a reproduction by the Contractor.

All costs associated with replacement parts either purchased separately or in conjunction with repair service are to be included in the percentage discount-off the Manufacturer's Suggested List Price, as quoted on the Proposal Page(s). The percentage discount-off is to include any and all peripheral costs (e.g. transportation, pick-up and delivery, guarantees, re-stock charges, testing, inspection, reports, insurance, etc).

**Note: The purchase of new equipment or Motorola parts and accessories are prohibited under this contract.**

## 12.9. INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any parts listed on the Proposal Page(s), which is ordered by the City within forty-eight (48) hours after receipt of a City department's order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.



Repeated failure of the Contractor to meet the above state delivery requirements may be used by the City as grounds for the termination of this contract, and may further affect the Contractor's eligibility for future contract awards.

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

#### **12.10. IRREPARABLE EQUIPMENT**

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

#### **12.11. REPAIR PROPOSALS**

The Contractor will inspect the equipment and prepare a written proposal, for all repairs, which includes, but is not limited to the following information:

- contract number
- name of City department
- name and phone number of City contact person
- description of equipment (make, model, serial number)
- date equipment received by Contractor
- repair work required
- listing of parts used to repair equipment
- number of hours of labor to repair equipment
- name and signature of the Contractor's employees performing the work

The Contractor, upon receipt of approval, in the form of a purchase order release, from an authorized representative of the Using Department, can proceed with repairs.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

The City reserves the right to add and/or delete various models and types of Two-Way equipment during the term of the Contract.

#### **12.12. TURN AROUND TIME**

Any equipment which has been taken by the Contractor for repairs will be returned within three (3) business days, unless otherwise authorized by the Commissioner of the Using Department or authorized representative. The Contractor will expedite repairs, to the equipment as required by the Using Department in order to meet any reasonable time frames set forth by the Using Department. If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor will notify the Using Department immediately of the delay. If the equipment is found to be irreparable, the Contractor is to notify the Using Department immediately and the Using Department will make a determination of what course of action to take.

### **12.13. TIME OF COMPLETION**

It is understood and agreed that TIME IS OF THE ESSENCE in this Contract, and the Contractor will begin and prosecute the work covered by this Contract with all due diligence as to complete any repairs covered under this Contract within three (3) business days after the date of notification to commence work by the Using Department, or as authorized requested by the Commissioner or authorized representative. If there are delays due to lack of parts or other circumstance, then the Contractor will immediately notify the Commissioner of the Using Department or authorized representative.

### **12.14. WORK IN PROGRESS**

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

### **12.15. CLEAN UP**

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

### **12.16. PROTECTION OF WORK, DAMAGES AND REPAIRS**

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

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

### **12.17. PUBLIC CONVENIENCE**

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

### **12.18. MANUALS/CERTIFICATES**

At the time of delivery, the Contractor must furnish copies of all warranty or guarantee certificates, licensing agreements, owner's manuals, operating/maintenance manuals, applications and/or certificates of origin, as applicable, for all equipment systems delivered under the contract. There will be no additional charges to the City for any licensing fees, additional owner's manuals, operating/maintenance manuals, etc.

### **12.19. DIAGRAMS/TECHNICAL DRAWINGS**

The Contractor must provide reproductions of any diagrams, technical drawings, site layouts, schematics, etc. that are necessary to properly describe the operation of the equipment systems.

## **12.20. GUARANTEE**

The Contractor must furnish a one (1) year guarantee at time of City's acceptance of the O.E.M. guarantee for all parts and repair services provided under this contract. Exceptions to this guarantee are damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control.

## **12.21. WARRANTY**

The Contractor hereby warrants for a period of one (1) year from the date of final acceptance or from the first day that the equipment systems are placed in service by the City, whichever date is later, that it will, at its own expense and without any cost to the City, replace all defective Contract parts and/or services that may be required or necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail. The Contractor will ensure that all equipment is fully operational during the time of final installation of the equipment systems.

In addition, the Contractor will provide a one (1) year warranty for all equipment, maintenance and system upgrades, provide replacement parts or loaner equipment during the repair work period.

In addition, the Contractor will provide any upgrades and software patches during the one (1) year period.

Exceptions to this warranty will be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control.

The guaranty/warranty will remain un-affected by the installation procedures of the installer (an F.A.A. licensed A& P, IA) approved by both the City and the Contractor.

## **12.22. TESTS**

In order to determine that the parts and repaired equipment conform to this specification, industry or manufacturer standards, the City reserves the right to test and/or inspect the parts and/or repaired equipment before final acceptance, at no cost to the City. Other tests and measurements may also be performed, as determined by the City.

## **12.23. QUALITY OF WORKMANSHIP AND MATERIALS**

### **Standards of Performance**

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

### **Correction of Work**

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

### **Failure to Proceed with Directed Work**

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

## **12.24. EMPLOYEES**

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

### **Character of Workers**

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

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

### **Uniforms**

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

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

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

### **Use of City Facilities**

The Contractor must inform the Commissioner or authorized representative of the use of City facilities, such as telephones, fax machines, computers, etc.

Smoking is prohibited in all City of Chicago facilities.

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

## **12.25. CONFIDENTIALITY**

All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

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

## **12.26. EXCEPTIONS**

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

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

## 13. PROPOSAL PAGES

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

PU085I

**RFQ Header Information**

Please Respond By 6/3/2008  
 RFQ Number 2876  
 Ship To Location 058-4115 ELECT OPS  
 For More Information Please Contact THERESA MC DONNELL 312-744-4919

REPLACEMENT PARTS AND REPAIR SERVICE  
 FOR TWO-WAY RADIO EQUIPMENT

RFQ Description  
 Special Instructions  
 Your Quote is Effective as of 6/3/2008  
 RFQ Status Active

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

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

**RFQ Header Details**

Contract Type WORK SERVICES / FACILITIES MAINT. Specification 52674A  
 Target Market NO Procurement Type BID  
 Advertise Date 5/5/2008 Bid Deposit Required NO  
 WEB BID Edit Rules ALL

**Compliance Officer**

**Compliance Type Description**

	Percentage Type Desc	Required %
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

Line No	Line Type	Item	Category	Commodity_Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Work Services	93972.56	93972.56	REPAIR SERVICE FOR TWO-WAY RADIO EQUIPMENT-REPAIR SERVICE LABOR RATE-STRAIGHT TIME	Hour	6200	\$	(N/A)	\$	(N/A)	
2	Work Services	93972.57	93972.57	EMERGENCY REPAIR SERVICE FOR TWO-WAY RADIO EQUIPMENT-REPAIR SERVICE LABOR RATE-STRAIGHT TIME	Hour	6200	\$	(N/A)	\$	(N/A)	
3	Catalog Line	72690.30	72690.30	PARTS AND ACCESSORIES, TWO-WAY RADIO, DAVID CLARK, JULY 2007 OR MOST CURRENT VERSION	Discount From List	\$ 200	(N/A)		\$		
4	Catalog Line	72690.31	72690.31	PARTS AND ACCESSORIES, TWO-WAY RADIO, DOPPLER SYSTEMS, INC., JANUARY 3, 2008 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
5	Catalog Line	72690.33	72690.33	PARTS AND ACCESSORIES, TWO-WAY RADIO, TRIMBLE GPS PRICE LIST, JANUARY 17, 2008 OR MOST CURRENT VERSION	Discount From List	\$ 2670000	(N/A)		\$		
6	Catalog Line	72699.01	72699.01	PARTS FOR DOPPLER SYSTEMS, SERIES 6100 RADIO DIRECTION FINDER EFFECTIVE 2/16/07 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
7	Catalog Line	72699.06	72699.06	PARTS FOR ICOM INC. VHF/UHF AIR BAND TRANSMITTER BASE STATIONS AND VEHICLE MOUNTS IC-1200B AND IC-A200M, 2003 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
8	Catalog Line	72699.07	72699.07	PARTS FOR ICOM INC. VHF/UHF AIR BAND TRANSMITTERS, IC-A110 AND IC-A110 EURO, 2000 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
9	Catalog Line	72699.05	72699.05	PARTS FOR ICOM INC. VHF/UHF TRANSMITTERS, IC-F50 AND IC-F60, 2003-2006 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
10	Catalog Line	72699.08	72699.08	PARTS FOR RAYTHEON, ACU-1000 INTEROPERABILITY NOW, VER2 3/2004 OR MOST CURRENT	Discount From List	\$ 1000	(N/A)		\$		
11	Catalog Line	72699.10	72699.10	PARTS FOR RAYTHEON, ACU-M, MISSION CRITICAL INTEROPERABILITY RSAS MS 5/2006 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
12	Catalog Line	72699.09	72699.09	PARTS FOR RAYTHEON, ACU-T, TACTICAL INTEROPERABILITY RSAS MS 3/2006 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		



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

PU085I

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
13	Catalog Line	72699.11	72699.11	PARTS FOR RAYTHEON, NXU-2 NETWORK EXTENSION UNIT, TACTICAL INTEROPERABILITY NOW, 7/2005 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
14	Catalog Line	72699.12	72699.12	PARTS FOR RAYTHEON, SNV-12 SIGNAL AND NOISE VOTER, VER3, 10/6/2005 OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
15	Catalog Line	72699.14	72699.14	PARTS FOR SPECTRACOM NET CLOCK/NTP NETWORK TIME PROVIDER MODEL 9289, 1006-9289, T	Discount From List	\$ 1000	(N/A)		\$		
16	Catalog Line	72699.15	72699.15	PARTS FOR SPECTRACOM NTP ETHERNET TIME SERVER MODEL 9288, 1006-9288 (C) OR MOST CURRENT VERSION C	Discount From List	\$ 1000	(N/A)		\$		
17	Catalog Line	72699.13	72699.13	PARTS FOR SPECTRACOM, NET CLOCKS/GPS MODEL 9183, 1.06 REV/ E OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
18	Catalog Line	72699.02	72699.02	PARTS FOR VERTEX STANDARD VX-410/420 SERIES VHF/UHF PORTABLE RADIOS, 2006, 1003NA (U) B9200452C OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
19	Catalog Line	72699.03	72699.03	PARTS FOR VERTEX STANDARD VX-820/870 SERIES VHF/UHF PORTABLE RADIOS, 2006, 1003NA (U) B9200490C OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		
20	Catalog Line	72699.04	72699.04	PARTS FOR VERTEX STANDARD VX-920/970 SERIES VHF/UHF PORTABLE RADIOS, 2006, 0805NA (U) B9200492B OR MOST CURRENT VERSION	Discount From List	\$ 1000	(N/A)		\$		

**Total Price \$**

## 14. ADDITIONAL PROPOSAL INFORMATION

### 14.1. PERSON TO CONTACT REGARDING BID:

NAME: \_\_\_\_\_ PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

### 14.2. REFERENCES:

Bidder must be in the business of furnishing parts and repair service for two-way radio equipment and demonstrate sufficient capacity to furnish the services as specified herein. Therefore, upon request of the Chief Procurement Officer or authorized representative, the Bidder, must submit the following information.

A listing of previous and current contracts similar in size and scope as the required services. The list must include the following information:

1. COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
DATE(S) WORK PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_
  
2. COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
DATE(S) WORK PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_
  
3. COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
DATE(S) WORK PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_

4. COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
DATE(S) WORK PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_

5. COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
DATE(S) WORK PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_

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

**14.3. INDICATE IF YOU ARE:**

MANUFACTURER:	YES: _____	NO: _____
EXCLUSIVE DISTRIBUTOR*:	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*:	YES: _____	NO: _____
AUTHORIZED SERVICE CENTER*	YES: _____	NO: _____

\*If an exclusive or authorized distributor, of the proposed manufacturer, Bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

ATTACHED \_\_\_\_\_ NOT ATTACHED \_\_\_\_\_ DO NOT HAVE \_\_\_\_\_

MANUFACTURER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

**14.4. LOCATION OF SHOP/SERVICE FACILITY:**

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

**14.5. EXCEPTIONS (EXPLAIN):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**15. AFFIDAVIT OF CHICAGO BUSINESS**

This is a competitively bid Contract. Failure to complete and submit this form with the bid at the time of Bid Opening may be cause for rejection of the bid for being non-responsive.

1. Is bidder/proposer a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language.

( ) Yes ( ) No

2. Street address of principal place of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How many persons are currently employed by bidder? \_\_\_\_\_

4. How many of bidder's current employees work at City of Chicago locations: \_\_\_\_\_

5. Is bidder subject to City of Chicago taxes?

( ) Yes ( ) No

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(Representative capacity)

County of \_\_\_\_\_

State of \_\_\_\_\_

Acknowledged under oath on (date) \_\_\_\_\_

Before me by \_\_\_\_\_

As \_\_\_\_\_

(title) \_\_\_\_\_

of (firm) \_\_\_\_\_

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

(Seal)

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

**INSTRUCTIONS FOR COMPLETING  
CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

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 delayed.

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.

For purposes of this EDS:

**"Applicant"** means any entity or person making an application to the City for action requiring City Council or other City agency approval.

**"Disclosing Party"** means any entity or person submitting an EDS.

**"Entity"** or **"Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**"Person"** means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. Controlling entities. Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

**16. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

**16.1. SECTION I -- GENERAL INFORMATION**

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

\_\_\_\_\_

**Check ONE of the following three boxes:**

Indicate whether Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: \_\_\_\_\_

OR

3.  a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of Disclosing Party: \_\_\_\_\_  
\_\_\_\_\_

C. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

D. Name of contact person: \_\_\_\_\_

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

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 of property, if applicable):

PARTS AND REPAIR SERVICE FOR TWO-WAY RADIO EQUIPMENT

G. Which City agency or department is requesting this EDS? PROCUREMENT SERVICES

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification Number: 52674A and RFQ Number: 2876

**16.2. SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:
- |   |  |
|---|--|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company*      |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership*  |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture*                  |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership*                     | (Is the not-for-profit corporation also a 501(c)(3))?    |
| <input type="checkbox"/> Limited partnership*                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)          |
- 

\* **Note B.1.b below.**

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:
- 

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes  No  N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

- 1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

- 1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>



2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**16.3. SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, 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):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**16.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

**16.5. SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes                       No                       No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes                       No

**B. FURTHER CERTIFICATIONS**

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. 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;
- b. 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;
- c. 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 B.1.b. of this Section V;

d. 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

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person 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 a person 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 person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party 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:

a. 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;

b. 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

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, 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.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party 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).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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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 Disclosing Party certified to the above statements.

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), 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 Municipal Code Section 2-32-455(b).)

#### 1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

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

#### 2. If the Disclosing Party IS a financial institution, then the Disclosing Party 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 Disclosing Party 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):

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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 Disclosing Party certified to the above statements.

**D. 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 D.

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 or entity in the Matter?

Yes

No

**NOTE:** If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, 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 or entity 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 D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.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
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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party 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 Disclosing Party 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 Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

\_\_\_1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party 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 Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party 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 Disclosing Party verifies that the following constitutes full disclosure of all such records:

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**16.6. SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**NOTE:** If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

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(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 Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity 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.

3. The Disclosing Party 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 A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity 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 Disclosing Party 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).

4. The Disclosing Party 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".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

**B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes  No

If "Yes," answer the three questions below:

1. 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

2. 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

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes  No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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## **16.7. SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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 Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. 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 persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a 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 Disclosing Party must comply fully with the applicable ordinances.

D. 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 Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. 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 Disclosing Party 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.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, 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.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person 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.



H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party 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.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 H.1. and H.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

**16.8. CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, 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.

\_\_\_\_\_  
(Print or type name of Disclosing Party)

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

By:

\_\_\_\_\_  
(Sign here)

\_\_\_\_\_  
(Print or type name of person signing)

\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_, by \_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_ County, \_\_\_\_\_ (state)

Notary Public Signature: \_\_\_\_\_

(Seal)

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

11/01/05 Version

**17. PROPOSAL TO BE EXECUTED BY A CORPORATION**

The undersigned, hereby acknowledges having received **Specification No.:** 52674A 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: \_\_\_\_\_  
(Print or Type)

SIGNATURE OF PRESIDENT\*: \_\_\_\_\_  
(Or Authorized Officer)

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

ATTEST: \_\_\_\_\_  
Corporate Secretary Signature

(Affix Corporate Seal)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).

Notary Public Signature: \_\_\_\_\_  
(Seal)

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

**18. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received **Specification No.:** 52674A 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 \_\_\_\_\_, 2008.

Notary Public Signature: \_\_\_\_\_

(Seal)

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

**19. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR**

The undersigned, hereby acknowledges having received **Specification No.:** 52674A 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 \_\_\_\_\_, 2008 by \_\_\_\_\_  
(name/s of person/s)

Notary Public Signature: \_\_\_\_\_  
(Seal)

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

## 20. 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: \$ \_\_\_\_\_

Fund Chargeable: 01-006-919909584115-0162-220162 (VARIOUS)

\_\_\_\_\_  
**City Comptroller**

\_\_\_\_\_  
**Chief Procurement Officer**

\_\_\_\_\_  
**Mayor**

Approved as to form and legality:

\_\_\_\_\_  
**Assistant Corporation Counsel**

Contract Awarded and Released on this \_\_\_\_\_ day of \_\_\_\_\_, 2008