

VENDOR NO.: \_\_\_\_\_

PURCHASE ORDER NO.: \_\_\_\_\_

SPECIFICATION NO. 93030A

RFQ NO. 4068

for

**FIRE EXTINGUISHER SERVICES AND FIRE SUPPRESSION SYSTEM SERVICES**

**CONTRACT PERIOD: Sixty (60) MONTHS FROM THE DATE OF CONTRACT**

**AWARD AND RELEASE**

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

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

**REQUIRED FOR USE BY CITY OF CHICAGO**



**DEPARTMENT OF FLEET AND FACILITIES MANAGEMENT**

**Fund Number:** 012-0100-0382126-0162 & VARIOUS

**Information:** Hugo Zapata-Martínez, Contract Negotiator

**Phone:** (312) 744-1087, **e-mail:** hzapata@cityofchicago.org

**SUBMIT ONE (1) COMPLETE ORIGINAL COPY OF THE EXECUTED BID DOCUMENT**

**All Bids must be sealed, delivered and received NO LATER than 11:00 a.m., Chicago Time in the Bid & Bond Room, Room 301, City Hall, on August 15, 2012.**

**All bids will be read publicly in the Bid & Bond Room, Room 301, City Hall.**

**All signatures to be sworn to before a Notary Public**

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, "**Fire Extinguisher Services and Fire Suppression System Services**", the Specification number **93030A** and the time and the date specified for receipt. The name and the address of the Bidder(s) must be clearly printed on the outside of the envelope(s) or package(s).

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**Rahm Emanuel**  
**Mayor**

**Jamie L. Rhee**  
**Chief Procurement Officer**

## **LEGAL ADVERTISEMENT NOTICE**

**NOTICE! NOTICE! NOTICE!**  
**NOTICE! NOTICE! NOTICE!**

## DOCUMENT SUBMITTAL CHECKLIST

This checklist is intended to assist bidder **but may not represent all required documents.** Missing forms may invalidate the bid. Bidder must submit the entire bid document. In addition, please ensure that bidder has completed all forms and indicate such by placing an "X" next to each completed item:

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 Contractor \_\_\_\_\_
3. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan \_\_\_\_\_
4. Proposal Page(s) and Additional Proposal Pages if applicable \_\_\_\_\_
5. Online Economic Disclosure Statement(s) \_\_\_\_\_

The Bidder must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided with the bid explaining your good faith efforts to complete it before the bid due date and the reasons why it could not be completed.

6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship or Joint Venture) \_\_\_\_\_
7. City of Chicago Insurance Certificate of Coverage \_\_\_\_\_
8. Affidavit of Chicago Business (if applicable) \_\_\_\_\_
9. Contractor's Affidavit Regarding Removal of All Waste Materials and Identification of all Legal Dump Sites \_\_\_\_\_

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## 1. GENERAL PROVISIONS

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

<b>"Attachments/Exhibits"</b>	means all documents attached hereto and/or incorporated by reference herein;
<b>"Business Day"</b>	means business days in accordance with the City of Chicago business calendar;
<b>"Calendar Day"</b>	means calendar days in accordance with the world-wide accepted calendar;
<b>"Chief Procurement Officer/ CPO"</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 Commissioner of the Department of General Services (and various City agencies), for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
<b>"Contract"</b>	means this Contract for Fire Extinguisher Services and Fire Suppression System Services , 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>"Contract Documents"</b>	consists of General Conditions, Special Conditions, Technical Specifications, Proposal Pages, Additional Proposal Pages, all signature documents, any addenda and any reference standards all as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
<b>"Contractor"</b>	refers to the person, firm, entity or corporation who is awarded this Contract;
<b>"Deliverables"</b>	refers to all written reviews, recommendations, reports and analyses, produced by Contractor for the City in carrying out its Fire Extinguisher Services and Fire Suppression System Services;
<b>"Delivery Location"</b>	refers to the location where the product or services is to be provided by the Contractor;
<b>"Department"</b>	means the Department of General Services, City of Chicago (and various City agencies);
<b>"Holidays"</b>	means the following days in accordance with the holiday calendar of the City of Chicago; New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;
<b>"Official Printed Copy"</b>	means a copy of the Contract Documents as printed by the City from the City's copy. An Official Printed Copy of the Contract Documents will be available for examination in the Bid and Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, IL 60602.



<b>"Proposal/Proposal Pages"</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>"Services/Work"</b>	means, collectively, the services, work, duties and responsibilities requested by the City and described in this Contract and any and all work necessary to complete them or carry them out fully and to the standard of performance required herein;
<b>"Subcontractor"</b>	means any person or entity with whom the Contractor contracts to provide any part of the Services in conjunction with this Contract, 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.

**Additional Defined Terms:**

- (a) The term "include" (in all its forms) means "includes, without limitation" unless the context clearly states otherwise.
- (b) All references in this Contract to, Sections or Exhibits, unless otherwise expressed or indicated are to the, Sections or Exhibits of this Contract.
- (c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the Sections of this Contract, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Contract, nor do they affect the meaning, construction or effect of this Contract.
- (e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- (f) All references to a number of days mean Calendar Days, unless indicated otherwise.
- (g) All references to "bid" or "proposal" mean the bid or proposal document submitted by a bidder or proposer in response to this solicitation.

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

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

## **2. GENERAL CONDITIONS**

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

### **2.1. DOWNLOADABLE DOCUMENTS**

Bidders can download a bid solicitation from the City's website instead of obtaining the hard copy paper bid solicitation from the City's Bid and Bond Room. The following URL address can be used to download the specification: [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/Spec-----\\_.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/Spec-----_.pdf)

All bidders are responsible for obtaining all bid materials. If a bidder chooses to download and print the bid solicitation document, the bidder must contact the City's Bid & Bond Room by either: faxing a legible copy of bidders business card, referencing the specification number to (312) 744-5611 or by calling the Bid & Bond Room at (312)744-9773, to register bidder's company as a bid document holder, which will entitle bidder to receive any future clarifications and/or addendum related to this bid specification

A bidder who chooses to download a solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve bidder from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your bid.

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

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.

In the event of conflict or inconsistency between the Contract Documents as provided to the Bidder from the City's website and the Official Printed Copy of the Contract Documents, the Official Printed Copy shall take precedence.

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

The bidder must, before submitting its bid, carefully examine the bid, plans, specifications, Contract Documents and bonds. The bidder must inspect in detail the Work-Site 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, 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 805 ILCS 405 (1992).

## **2.4. SUBMISSION OF PROPOSALS**

All bidders must submit sealed Proposals with applicable bid deposit enclosed in envelopes provided for that purpose from the Department of Procurement Services, Bid and Bond Room, City Hall, Room 301. 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, specification number, 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 shall 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 its 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 its 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 its 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 bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or 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 shall represent and act for the City in all matters pertaining to this Proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all Proposals

and to disregard any informality in the bids and bidding, when in her opinion the best interest of the City will be served by such action.

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows otherwise. In the event that a comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.

The Proposal is contained in these contract documents and **MUST NOT BE DETACHED HEREFROM** 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. FEES FOR SUBMISSION OF BIDS**

Section 2-92-418 of the Municipal Code of the City of Chicago requires, for each competitively bid contract and each request for proposals where the estimated dollar value of the contract, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00, that each bidder submit with its bid or Proposal a non-refundable "submittal fee" in the amount of \$900.00. The submittal fee must be submitted no later than the date and time on which the bid or Proposal is due. The submittal fee must be in the form of a certified check, cashier's check or money order. The Chief Procurement Officer has determined the value of the contract for the Work to be in excess of \$10,000,000. As a result, each Bidder must submit the submittal fee with its bid.

## **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 faxed, electronically mailed, 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 must acknowledge receipt of each addendum issued in the space provided on Proposal page or its bid will be rejected. 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. E9998-1874-06. 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 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 in the Bid & Bond Room, 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 provide a Contractor's Statement of Experience and Financial Condition 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).
8. Bid Fee, if required.
9. Performance Bond, if required.

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

## **2.14. NOTICES FROM BIDDER**

All communications and notices to the City herein provided for shall 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, shall 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 individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Contractor 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, 5 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 the Veteran's Preference Act (330 ILCS 55/0.01 et seq.) 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 Illinois and its political subdivisions.

## **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 Contractor's 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, 2012, the Base Wage is \$11.53 per hour. Each July 1<sup>st</sup> 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. PAYMENTS**

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 Fire Extinguisher Services and Fire Suppression System Services provided under this Contract.

The City will not be obligated to pay for any Fire Extinguisher Services and Fire Suppression System Services provided which were non-compliant with the terms and conditions of this Contract. Any equipment, parts and/or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the 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 2-92-250, 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 she 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 2-92-250 has not be 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 notify 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.

## **2.21. MODIFICATIONS/AMENDMENTS**

No changes, amendments, modifications, cancellations or discharges of this Contract, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents or representatives.

Such changes which are mutually agreed upon by and between the City and the Contractor, will be incorporated in written modifications to this Contract.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

## 2.22. INVOICES

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices

City of Chicago, Office of the City Comptroller

33 N. LaSalle St., Room 700

Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation

10510 W. Zemke Blvd.

P.O. Box 66142

Chicago, IL 60666

Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

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

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

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

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

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

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

## 2.23. 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.

## **2.24. UNSPECIFIED ITEMS**

Pursuant to Chapter 2-92-646 of the City of Chicago Municipal Code, any Fire Extinguisher Services and Fire Suppression System Services not specifically listed herein may be added to this Contract if they fall within the same specific category of materials or items specified and the aggregate value of the City's purchases for such additional items over the term of this Contract does not exceed ten percent (10%) of the original Contract value.

The Department will notify the Contractor in writing of the items which are necessary and request a written price Proposal for the addition of the item(s) to this Contract by modification, then forward the documents to the Chief Procurement Officer. Such item(s) may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Commissioner and the Chief Procurement Officer reserve the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner which serves the best interest of the City.

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

## **2.25. BASIS OF AWARD**

A contract will be awarded based on the lowest total bid price proposed by a responsive and responsible bidder meeting the terms and conditions of the specification.

Bidders must quote all items shown on the Proposal Pages and complete the Additional Proposal Pages. 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 (product/services), delivery/transportation charges, Insurance, taxes, operator training, fluids, warranty, overhead, and profit, required by the specification.

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

## **2.26. UNBALANCED BID**

Schedule of Line Items must reflect reasonable product cost plus reasonable allocation of labor, overhead and profit. Bids that the Chief Procurement Officer considers, in his/her sole opinion, to be materially unbalanced or not responsive may be rejected.

## **2.27. CHICAGO BUSINESS PREFERENCE**

For purposes of this provision, a "Chicago Business" is an entity which: (1) has meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago; (2) reports to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force; (3) holds appropriate City of Chicago business license(s) (if such license(s) are required for the business); and (4) is subject to applicable City of Chicago taxes. City of Chicago taxes include, but are not limited to, employer's

expense tax pursuant to Section 3-20-030 of the Municipal Code (if the business has fifty or more employees). Any entity desiring the Chicago Business designation must submit, at the time of bid, a completed, signed and notarized Affidavit of Chicago Business in the form that is included in this bid document as Section 13 ("Affidavit"). Failure to submit a properly completed Affidavit at the time of bid will result in the entity not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted in an Affidavit but is under no obligation to do so. The Chief Procurement Officer's determination as to whether an entity qualifies for designation as a Chicago Business shall be final.

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

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

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

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

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

For purposes of calculating bidder's percentage of MBE and/or WBE dollar commitment toward the minimum goal stated in the Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the 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 must be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurement of supplies with either single or multiple deliveries to be performed in less than one year from the date of Contract award, a "MBE/WBE Utilization Report," indicating final MBE and WBE payments must be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives Contractor's final invoice.
- 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 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 quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602. NOTICE: Do not submit invoices with MBE/WBE Utilization Reports. Final payments may be held until the Utilization Reports have been received.
- E. 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

## 2.30. RECYCLED MATERIAL PREFERENCE

Pursuant to Chapter 11-4-1850 of the Municipal Code of Chicago, the Chief Procurement Officer must, in the purchase of all goods, supplies, equipment, materials and printing by competitive sealed bidding, take into consideration bids offering supplies and/or equipment utilizing materials with a minimum percentage recycled content. Unless specified to the contrary herein, the minimum percentage of recycled content must not be less than the U.S. Environmental Protection Agency (EPA) guidelines under the Resource Conservation and Recovery Act of 1976 (Public Law 94-580, 42 U.S.C. Sec. 6901 et seq.), as amended for a specific application.

It is the intent of the City to utilize as much as possible "Green" furniture products. In the event a bidder offers goods, supplies, equipment, materials or printing utilizing a minimum percentage recycled content, the bidder must include a certified statement or affidavit with their bid listing the items with recycled content, the percentage of recycled content for each item, the weight of recycled content and a breakdown of percentage secondary, post consumer waste content by item and the environmental benefits/attributes of any of the specified products.

A recycling report must be submitted every year during our annual recycle reporting period. The annual recycling period for the City of Chicago starts on September 1<sup>st</sup> and ends August 31<sup>st</sup> of the following year. All reports must be submitted no later than September 1<sup>st</sup> of the reporting period. All reports must be submitted to the Chief Procurement Officer or designee. The reports should be sent to the Department of Procurement Services, Room 403, 121 N. LaSalle St., Chicago, Illinois 60602.

For purchases of printing on recycled paper, the printed material must include a printed statement or symbol indicating that the document is printed on recycled paper. When purchasing newsprint and/or newsprint products, at least forty percent (40%) of the secondary material content must be post consumer newspaper material.

The Chief Procurement Officer reserves the right to waive the recycled material preference if it is determined that such goods, supplies, equipment, materials or printing would not meet the following criteria: a) performance standards intended end use; b) availability within a reasonable period of time; and/or c) maintenance of a satisfactory level of completion.

### **2.31. 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.

### **2.32. 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.

### **2.33. SUBCONTRACTORS**

If requested by the Chief Procurement Officer, the Contractor must notify the Chief Procurement Officer, in writing, of the names of all Subcontractors and the names of major material suppliers to be used and will not employ any that the Chief Procurement Officer may object to as incompetent or unfit.

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, 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.

### **2.34. 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.

### **2.35. SUBCONTRACTOR PAYMENTS**

Contractor must submit a status report of Subcontractor payments monthly for the duration of the Contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance\\_2.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance_2.pdf). The form must be received by the tenth (10<sup>th</sup>) calendar day of each month. 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 Work, or provided specified materials in accordance with the requirements of the Contract, Contractor will pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

### **2.36. 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.

### **2.37. 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.

### **2.38. SUPERVISION**

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

## **2.39. PERMITS**

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

## **2.40. 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.

## **2.41. TIME AND PROGRESS**

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS 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 shall 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.

## **2.42. 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 he, 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.

## **2.43. 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, 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 this 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 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:

- i. that no general price reduction, as defined above, was made after the date of the bid or offer; or
- ii. 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:

- i. the date when notice of any such reduction was issued;
- ii. the effective date of the reduction; and
- iii. the date when the Chief Procurement Officer was notified of any such reduction.

## **2.44. INDEPENDENT CONTRACTOR**

- (a) This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in

this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Contract for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Contract.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c) **SHAKMAN**

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

## **2.45. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 11-4**

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

## **2.46. CONFLICTS OF INTEREST**

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

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

If a potential bidder assisted the City in determining the advisability or feasibility of this Contract or in recommending, researching, preparing, drafting or issuing this Contract, the potential bidder may not participate in the Contract, directly or indirectly, as a prime Contractor, Subcontractor or joint venturer, or in any other capacity whatsoever.

Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information pertaining to this Contract. If the City, in the Commissioner's reasonable judgment, determines that any of the services for others conflict with the Services Contractor is to render for the City under this Contract, Contractor's must terminate such other services immediately upon request of the City.

## **2.47. 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 Contract voidable.

## **2.48. DISCLOSURE OF OWNERSHIP INTEREST IN ENTITIES**

The Contractor will keep disclosure of ownership interests and other information current as required by Section 2-154-020 of the Municipal Code of Chicago.

## **2.49. GOVERNMENTAL ETHICS ORDINANCE**

1. The Contractor will comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment will 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.

2. Any Contract negotiated, entered into, or performed in violation of any of the provisions of this chapter will be voidable as to the City.

## **2.50. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL**

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

2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provisions and require understanding and compliance with them.

## **2.51. 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.

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

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

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

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

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

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

## **2.53. 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.

## **2.54. AMERICANS WITH DISABILITIES ACT**

Any and all Fire Extinguisher Services and Fire Suppression System Services, equipment and/or any work performed must comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited person including, but not limited to the following: Americans With Disabilities Act, P.L. 101-336 (1990) and Uniform Federal Accessibility Guidelines for Buildings and Facilities ("ADAAG") and, the Illinois Environmental Barrier Act, 410 ILCS 25/1 et. seq. (1991), and the regulations promulgated thereto at 71 Il. Adm. Code Ch. 1, Sec. 40.10. In the event that the above-cited standards are inconsistent, the Contractor will comply with the standard providing greater accessibility or any subsequent updates.

## **2.55. MACBRIDE PRINCIPLES ORDINANCE**

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

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

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

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (DOT), except to the extent Congress has directed that the 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 DOT.

## **2.56. 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.

## **2.57. 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 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.

## **2.58. 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.

## **2.59. 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 Contract, 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 Contract.

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.

## **2.60. GOVERNING LAW AND JURISDICTION**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor [or Consultant if that is the term you are using] hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that the service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general partner of the Contractor.

## **2.61. 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 contract does not affect the remaining portions of this contract or any part of it.

## **2.62. FALSE STATEMENTS**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a such false statement including without limitation those remedies pursuant to Chicago Municipal Code Chapter 1-21.

## **2.63. 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 will perform the work in an unsatisfactory manner, or will neglect or refuse to remove materials or perform anew such work as will be rejected as defective or unsuitable, or will discontinue the prosecution of the work, or if the Contractor will become insolvent or be declared bankrupt, or will commit any act of bankruptcy or insolvency, or will make an assignment for the benefit of creditors, or from any other cause whatsoever will 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, will be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City will 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 will pay to the City the amount of such excess.

In addition to any and all other provisions governing default, and rights and remedies for default, set forth in this section or elsewhere in the Contract, the following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
2. Contractor's material failure to perform any of its obligations under this Contract including the following:
  - a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - b) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
  - e) Failure to comply with a material term of this Contract, including the provisions concerning insurance and nondiscrimination or compliance of procedures and services with the provisions concerning non-discrimination.
3. Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other Contracts.

## **2.64. REMEDIES**

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. In addition to the notice and cure provisions in the General Conditions, the Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. To declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Contract, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the

notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Contractor must discontinue any Services, unless otherwise directed in the notice. After giving a Default Notice, the City may invoke any or all of the following remedies:

The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for the Contractor under this Section;

The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;

The right of specific performance, an injunction or any other appropriate equitable remedy;

The right to money damages;

The right to withhold all or any part of Contractor's compensation under this Contract;

The right to consider Contractor non-responsible in future contracts to be awarded by the City;

The right to eliminate any guarantee by the City of a minimum number of hours of operation and/or minimum payment during the remaining term of the Contract.

If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, by law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

## **2.65. 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.

Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the parties, in no event shall Contractor interrupt or delay the provision of Services to City, disable any Deliverable or any portion thereof, or perform any other action that prevents, slows down, or reduces in any way the provision of Services or City's ability to conduct its business, unless: (i) authority to do so is granted by the City in writing by an authorized official or conferred by a court of competent jurisdiction; or (ii) this Contract has been terminated pursuant to the provisions provided herein.

## **2.66. TERMINATION**

In addition to all remedies provided herein, 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.

## **2.67. AVIATION SECURITY**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation all 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 Administrator 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 during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors under the control of Contractor 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.

## **2.68. 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 at his/her 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 Subcontractor's 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 at his/her sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

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

Airport security badges, vehicle permits and drivers licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors' employees.

In addition to other rules and regulations, the following rules related to airport security badges, vehicle permits and drivers licenses must be adhered to

- Each person must wear and display his or her airport security badge on their outer apparel at all times while at the airport.
- All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Drivers License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating at 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 Contractor's 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.

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

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

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

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

performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and 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 FAA requirements. 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.

**For the purposes of the Fire Extinguisher Services and Fire Suppression System Services and to the extent that contract services will be provided at O'Hare International Airport, the Contractor will request the Chicago Department of Aviation to be escorted by Chicago Department of Aviation personnel for all inspections and certifications of Fire Extinguisher Services and Fire Suppression System Services performed at O'Hare International Airport airfield locations.**

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.

## **2.70. 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, but is not required to, provide parking areas for a limited number of vehicles in designated areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employee's expense.

## **2.71. 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:

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

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

Each employee whom Contractor wishes to have access to 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:

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.

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.

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.

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 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.

## **2.72. 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:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks; deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section;

and deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the 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:

Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.

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.

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.

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 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.

## **2.73. PUBLIC CONVENIENCE**

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

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

## **2.74. 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 Fire Extinguisher Services and Fire Suppression System Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

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

## **2.75. MATHEMATICAL CALCULATIONS**

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

Specification No. 93030A, Fire Extinguisher Services and Fire Suppression System Services, Page 34 of 94

## **2.76. OFFICE OF COMPLIANCE**

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

## **2.77. 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.

## **2.78. INELIGIBILITY TO DO BUSINESS WITH THE CITY**

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

### 3. SPECIAL CONDITIONS

#### 3.1. CONTRACTOR'S INSURANCE

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

##### A. INSURANCE TO BE PROVIDED

1. Workers Compensation and Employers Liability

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

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). 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.

4. Property

The Contractor is responsible for loss or damage at replacement cost to City property including all fire extinguishers and fire suppression systems during inspection, testing, maintenance and/or repairs while in the care, custody or control of the contractor.

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

##### ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this

Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

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

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

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

### **3.2. QUANTITIES**

Any quantities shown on the Proposal Page are estimated usage for the initial sixty (60) 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 Fire Extinguisher Services and Fire Suppression System Services other than those determined by the Department to be necessary to meet its needs.

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

### **3.3. PURCHASE ORDER RELEASES**

Requests for Fire Extinguisher Services and Fire Suppression System Services in the form of purchase order releases will be issued by the Department and sent to the Contractor to be applied against the Contract. Purchase order releases will indicate description of requested Fire Extinguisher Services and Fire Suppression System Services, quantities ordered for each line item, commodity codes, unit/total cost, shipping address, delivery date, fund chargeable information, and other pertinent instructions regarding delivery.

### **3.4. SUBSTITUTIONS**

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

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

Documentation in support of alternate items includes:

1. Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:
  - (a) Product identification, including manufacturer's name and address.
  - (b) Manufacturer's literature identifying:
    - i) Product description
    - ii) Reference standards
    - iii) Performance and test data
  - (c) Samples, as applicable
  - (d) Name and address of similar projects on which the product has been used, and date of usage.
2. Itemized comparison of the proposed alternate item with product or service specified; listing significant variations.

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

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

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

### **3.5. INVENTORY/LEAD TIME**

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any Fire Extinguisher Services and Fire Suppression System Services listed in the Contract, which are ordered by the City from stock within fifteen (15) calendar days after receipt of a City departments order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Repeated failures of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this Contract, and may further affect the Contractors eligibility for future Contract awards.

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

### **3.6. WARRANTY**

At a minimum, the Contractor hereby warrants for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day Fire Extinguisher Services and Fire Suppression System Services are placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail.

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

Each 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 Sub-contractor, Supplier and/or Consultant.
3. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan
4. Proposal Page(s)
5. Bid Data Pages
6. Economic Disclosure Statement and Affidavit
7. Affidavit of Chicago Business
8. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship)
9. City of Chicago Insurance Certificate of Coverage
10. Affidavit of Chicago Business

**NOTE:** EACH BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE.

### **3.8. 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 provisions of this Contract, 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 sixtieth (60<sup>th</sup>) full calendar month after the established start date.

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

### **3.9. CONTRACT EXTENSION OPTION**

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

### **3.10. PRICELISTS / CATALOGS (LINES 103 THROUGH 106)**

For bid evaluation purposes, the bidder will submit with its bid, no less than three (3) 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 Page for use by the Department of Procurement Services, Comptroller's 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/Catalogs or supplements of latest revision to the Department of Procurement Services, the Comptroller's Office and all participating City departments 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 no more than an annual change. All pricing will be governed by the latest editions or supplements to current manufacturers published Price Lists/Catalogs unless specified otherwise on the Proposal Page. The Contractor will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price changes and/or issuance of revised Price Lists/Catalogs prior to submittal of invoices with new prices.

The Contractor must provide current copies of catalogs/pricelists when requested by a City department throughout the duration of the contract.

### **3.11. PRICE ADJUSTMENT (LINES 1 THROUGH 93, 95 THROUGH 102 AND 108 THROUGH 116)**

The original bid prices will be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. If the City elects to exercise its option to extend the Contract, the City will consider adjusting the Contractor's bid prices (increased or decreased) upon request by the Contractor, based upon the Municipal Cost Index as follows:

For the adjustment, the bid prices will be increased or decreased to obtain "New Contract Price(s)" in accordance with the following formula;

$$\text{New Contract Price (each item)} = \text{Original Bid Price}$$
$$(\text{Original Bid Price} \times [\text{Comparison Municipal Cost Index} - \text{Base Municipal Cost Index}])$$
$$\text{Base Municipal Cost Index}$$

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 Fire Extinguisher Services and Fire Suppression Systems Services provided by the Contractor at a different price than agreed and approved by the Chief Procurement Officer and 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.

The New Contract Price(s) will apply to Fire Extinguisher Services and Fire Suppression Systems Services performed after the beginning of the first extension period of the Contract and will continue to apply to any subsequent extension. For purposes of the formula above, means the Revised Municipal Cost Index for Urban Wage Earners and Clerical Workers, All Items (base index year 1982-84 '100), for Chicago, Gary, Lake County, IL-IN-WI, as published by the United States Department of Labor, Bureau of Labor Statistics. If, during the term of the Contract, the manner in which the Municipal Cost Index is determined by the Bureau of Labor Statistics is substantially revised, including a change in the base index year, the City will make an adjustment in the reviewed Municipal Cost Index that would produce results equivalent, as nearly as possible, to those that would have been obtained if the Index had not been so revised. If the Municipal Cost Index becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data are not readily available to enable the City to make the adjustment, then the City will substitute for it a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication. "Base Index" means the Consumer Price Index for the calendar month before the month in which the bids for the Contract are opened. "Comparison Index" means the annual average Municipal Cost Index for the most recent calendar year ending before the second anniversary of the start date of the Contract



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

##### **4.1. POLICY AND TERMS**

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

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
16.9%	4.5%

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 government 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 MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.**

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

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

##### **4.2. DEFINITIONS**

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter

of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. 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.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose

share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

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

“Municipal Code of Chicago” or “MCC” means the Municipal Code of the City of Chicago.

“Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

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

#### **4.3. JOINT VENTURES**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
  - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
  - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  - iii. Each joint venture partner executes the bid to the City; and
  - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

- c. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**NOTE:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

#### **4.4. COUNTING MBE/WBE PARTICIPATION TOWARD THE SPECIFIC CONTRACT GOALS**

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

**Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals.** For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. **Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- a. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

- c. For Maintenance, installation, repairs or inspection, if the MBE or WBE performs the work itself:
  - i. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. For Maintenance, installation, repairs or inspection, if the MBE or WBE performs the work itself:
  - i. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). **0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.**
- e. If the MBE or WBE is a manufacturer:
  - i. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- f. If the MBE or WBE is a distributor or supplier
  - i. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- g. If the MBE or WBE is a broker:
  - i. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  - ii. As defined above, Brokers provide no commercially useful function.
- h. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
  - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - vi.

#### 4.5. 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 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'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.

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

2) Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

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.

vii. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
2. A listing of all MBE/WBE firms contacted that includes:
  - a. Name, address, telephone number and email of MBE/WBE firms solicited;
  - b. Date and time of contact;
  - c. Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
  - a. Project identification and location;
  - b. Classification/commodity of work items for which quotations were sought;
  - c. Date, item and location for acceptance of subcontractor bid proposals;
  - d. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
  - e. Affirmation that Good Faith Efforts have been demonstrated by:
    - i. choosing subcontracting opportunities likely to achieve MBE/WBE goals;
    - ii. not imposing any limiting conditions which were not mandatory for all subcontractors;
    - iii. providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

viii. 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 subcontractor's quote is excessively costly, the bidder must provide the following information:

1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
  2. A listing of all potential subcontractors contacted for a quotation on that work item;
  3. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
- ix. 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's own estimate for the work under the subcontract;
  3. An average of the bona fide prices quoted for the subcontract;
  4. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

i. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder 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 to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

j. Impracticability

- i. 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.
- ii. 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 Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

#### **4.6. PROCEDURE TO DETERMINE BID COMPLIANCE**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- B. A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

#### Schedule C-1: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

#### **a. Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago, or from such other certifying body as may be acceptable to the Chief Procurement Officer, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago, or from such other certifying body as may be acceptable to the Chief Procurement Officer, 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.

#### **b. Joint Venture Agreements.**

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

#### **c. Required Schedules Regarding MBE/WBE Utilization.**



Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 5 herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, 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, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

#### **4.7. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs 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. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

#### **4.8. CHANGES TO COMPLIANCE PLAN**

- a. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- b. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
  - iii. Unavailability after receipt of reasonable notice to proceed;
  - iv. Failure of performance;
  - v. Financial incapacity;
  - vi. Refusal by the subcontractor to honor the bid or proposal price or scope;
  - vii. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - viii. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
  - ix. The subcontractor's withdrawal of its bid or proposal; or
  - x. De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- c. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
  - i. The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
  - ii. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
  - iii. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
  - iv. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval

of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

- v. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- d. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

#### **4.9. NON-COMPLIANCE AND DAMAGES**

- a. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

- i. Payments due to the contractor may be withheld until corrective action is taken.
- ii. Remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- iii. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

#### **4.10. 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) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c. All arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney'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) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **4.11. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

#### **4.12. 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 Jimenez  
(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: Deputy  
(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

## 5. ATTACHMENT A - ASSIST AGENCY

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

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

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

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

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

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

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

Chicago Area Gay & Lesbian  
Chamber of Commerce  
3656 N. Halsted  
Chicago, IL 60613  
Phone: (773) 303-0167

Fax: (773) 303-0168  
Web: [www.glchamber.org](http://www.glchamber.org)

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

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

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

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

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

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

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

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

Fax: (312) 6448557  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

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

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

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

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

Women's Business Development Center  
8 South Michigan Ave., Suite 400  
Chicago, IL 60603  
Phone: (312) 853-3477  
Fax: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)  
Chicago Women in Trades (CWIT)  
4425 S. Western Blvd.  
Chicago, IL 60609-3032  
Phone: (773) 376-1450  
Fax: (312) 942-0802  
Web: [www.chicagowomenintrades.org](http://www.chicagowomenintrades.org)

Coalition for United Community Labor Force  
1253 W. 63rd Street  
Chicago, IL 60636  
Phone: (312) 243-5149

Illinois Black Chamber of Commerce  
331 Fulton Street, Suite 530  
Peoria, IL 61602  
Phone: (309) 740-4430  
Fax: (309) 672-1379  
[www.ilbcc.org](http://www.ilbcc.org)

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

South Shore Chamber, Incorporated  
Black United Funds Bldg.  
1750 E. 71st Street  
Chicago, IL 60649-2000  
Phone: (773) 955- 9508

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

National Organization of Minority Engineers  
33 West Monroe Suite 1540  
Chicago, Illinois 60603  
Phone: (312) 425-9560  
Fax: (312) 425-9564  
Web: [www.nomeonline.org](http://www.nomeonline.org)

Rev. January 2012

**6. ATTACHMENT B**

*On Bidder/proposer's Letterhead*

**RETURN RECEIPT REQUESTED**

(Date)

Re: Specification No.: 93030A

Description: Fire Extinguisher Services and Fire Suppression System Services

(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

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative 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,



## 7. SCHEDULE B: MBE/WBE AFFIDAVIT OF JOINT VENTURE

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 joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- Vi. Ownership of the Joint Venture.
  - A. What is 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 details as applicable):
    1. Profit and loss sharing: \_\_\_\_\_
    2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_
      - (b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

**SCHEDULE B: MBE/WBE Affidavit of Joint Venture**

- 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 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:

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

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**SCHEDULE B: MBE/WBE Affidavit of Joint Venture**

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

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

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

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

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 venturer (number) \_\_\_\_\_ Employed by MBE/WBE venturer \_\_\_\_\_

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

---

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

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### SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

[illegible]

### SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

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

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

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(names of affiants)

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

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

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

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

(SEAL )

## 8. SCHEDULE C-1

Name of Project: Fire Extinguisher Services and Fire Suppression System Services

Specification Number: 93030A

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:

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

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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

## 9. SCHEDULE D-1

### AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Project Name: Fire Extinguisher Services and Fire Suppression System Services

Specification No.: 93030A

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 the 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 \_\_\_\_ \*

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

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

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

6. Attach additional sheets as needed

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

## 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 \_\_\_\_ \*

\*(see next page)



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 of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

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

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



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

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

Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

(Seal)

## **10. DETAILED SPECIFICATIONS**

### **10.1. SCOPE OF WORK**

The Contractor must furnish, at all City of Chicago locations listed on Exhibit 1, all labor, material, loaner equipment and transportation required of Fire Extinguisher and Fire Suppression System Services for accessibility and identification, maintenance, recharging, and hydrostatic testing when needed, on all types and sizes of fire extinguishers, including but not limited to hand portable, wheeled, clean agent and stationary types as further described in this specification.

All of the above work is to be in accordance with the Municipal Code of Chicago and relevant NFPA (National Fire Protection Association) standards.

### **10.2. CONTRACTORS'S QUALIFICATIONS**

Contractor must be regularly engaged in the services covered by this contract and provide a minimum of three (3) large commercial account references, including contact person, and phone number.

### **10.3. MOBILE SERVICE FACILITY**

Contractor must be capable of performing emergency and off-hour on-site service using a complete mobile service facility to service equipment. All such mobile services are to be furnished for the prices bid on the bid pages. The bidder must identify the number of mobile service vehicles on the Supplemental Information Page.

### **10.4. SHOP FACILITY**

All units requiring Fire Extinguisher Services and Fire Suppression System Services at the Contractor's place of business must be picked up from the City facility and returned after repairs and/or services have been completed. The cost of delivery or travel time to and from their facility or between City locations shall be included in the bid price.

The Contractor's hydrostatic test facility must use a contaminant free pump and should be capable of testing 5,000 cylinders up to 10,000 PSI. The Bidder must identify by make, model and serial number the equipment to be used for Hydrostatic Testing in the appropriate section on the Supplemental Information Page.

### **10.5. ANNUAL MAINTENANCE, RECHARGING, CARTRIDGE REPLACEMENT AND HYDROSTATIC TESTING FOR FIRE EXTINGUISHERS**

#### **Maintenance Requirements**

Section 11.22, "Exhibit One" lists all existing fire extinguishers and facility locations requiring service under the scope of this specification. The Contractor must conduct an initial Annual Maintenance and Certification Inspection for all existing fire extinguishers within 90 (ninety) days of contract start-up.

## **Newly Purchased Fire Extinguishers**

Fire extinguishers may be purchased and installed after contract start-up. The City will notify the Contractor of the new equipment and the location and, within 30 days of such notice, the Contractor must conduct an initial Annual Maintenance and Certification Inspection of the new equipment and add it to its regular annual maintenance and certification schedule.

Maintenance procedures are to be in accordance with the guidelines set forth in the Maintenance and Recharge Manual published by the National Fire Protection Association (NFPA).

The Contractor must have this Maintenance and Recharge Manual at his facility and must provide a current copy to the Chief Procurement Officer upon request.

The Annual Maintenance Procedure shall include a thorough examination of the three basic elements of an extinguisher:

- A) Mechanical parts
- B) Extinguisher agent
- C) Expelling means

Every four years, any stored pressure extinguisher that requires a 12 year hydrostatic test shall be emptied and subjected to the applicable maintenance procedures. When the applicable maintenance procedures are performed during periodic recharging or hydrostatic testing, the four year requirement shall begin from that date.

### *Maintenance Exceptions*

Extinguishers having non-refillable disposable containers are exempt.

Each extinguisher that has undergone maintenance shall have a tag or security label securely attached that indicates the month and year the maintenance was performed and shall identify the person performing the service. Any extinguishers that required an internal examination or that has been recharged shall have a "Verification of Service" collar located around the neck.

Exception # 1: Fire extinguishers undergoing maintenance before January 1, 1999. A minimal amount of these existing City extinguishers with affixed stickers may still exist. These extinguishers will require a "Verification of Service" collar going forward.

Exception # 2: Cartridge/cylinder operated fire extinguishers do not require a "Verification of Service" collar.

## **Recharge Requirements**

All extinguishers must be recharged after use as requested by the Using Department or as needed when determined during performance of annual maintenance. Recharge procedures are to be in accordance with the guidelines set forth in the maintenance and recharge manual published by the NFPA. When performing recharging services, the instructions on the nameplate of each unit must be followed. Only those recharge chemicals specified on the nameplate, or materials proven to have equal chemical composition and physical characteristics will be used. Such testing must be conducted by the Contractor to assure such equal performance. Contractors must provide proof of such testing upon request of the City.

Each extinguisher shall have a tag or label securely attached that indicates the month and year recharging was performed and that identifies the person performing the service. A "Verification of Service" (maintenance or recharging) collar, in accordance with 4-4 4 2 of NFPA #10, must also be attached to the extinguishers.

Fire extinguishers removed from service for maintenance or recharge must be replaced with loaner fire extinguishers suitable for the type of hazard being protected and of at least equal rating, at no additional charge to the city.

Exception # 1: Liquefied gas, halogenated agent, and carbon dioxide extinguishers that have been recharged without valve removal do not require a "Verification of Service".

## Hydrostatic Testing Requirements

Hydrostatic testing shall be performed by persons trained in pressure testing procedures and safeguards, and having available suitable testing equipment, facilities and appropriate servicing manuals.

### Hydrostatic Test Intervals for Extinguishers

Extinguisher Type	Test Interval (Years)
Stored pressure water, loaded stream/antifreeze	5
Wetting Agents	5
AFFF	5
FFFF	5
Dry chemical with stainless steel shell	5
Carbon Dioxide	5
Wet chemical	5
Dry chemical, stored pressure with mild steel shells brazed brass shells or aluminum shells	5*
Dry chemical, cartridge or cylinder operated with mild steel shells	5*
Halogenated agents	5*
Dry powder, stored pressure, cartridge or cylinder operated with mild steel shells	5*

\* = 5 years or at the City's discretion.

The equipment for testing cylinders must have the capacity of testing up to 10,000 PSI, and must employ a contaminant free pump.

Hose assemblies of carbon dioxide extinguishers that require a hydrostatic test must be tested with a protective cage.

The equipment for testing non-compressed gas types consists of the following:

A hydrostatic test pump, hand or power operated, to be capable of producing not less than 150 percent of the test pressure. It is to include appropriate check valves and fittings.

A flexible connection for attachment to the test pump; it must be provided with necessary fittings to test through the extinguishers nozzle, test bonnet, or hose outlet as applicable.

A protective cage or barrier for personnel protection, designed to provide visual observation of the extinguisher under test.

Drying equipment is required to dry all non-water types of extinguishers that have passed the hydrostatic test.

Every extinguisher and cylinder which has passed the hydrostatic test must be appropriately marked. All extinguishers and cylinders that fail hydrostatic testing will be marked as failed with the date of testing indicated.

The extinguisher will remain the property of the City of Chicago and must be returned to the City facility and a written notification of how many passed and/or failed must be provided upon the return of the fire extinguisher.

#### **10.6. CARTRIDGE REPLACEMENT, BULK CHEMICALS, DRY POWDERS**

Maintenance, exchange/replacement of cartridges for cartridge-operated extinguishers and any related extinguishing devices will be require in accordance with the manufacturer's recommendation or at the City's discretion.

#### **10.7. REPAIR OF EQUIPMENT**

The Contractor will provide written notice to the Commissioner of any deficiencies found during the annual inspections and certifications. Any deficiencies noted will include a proposal for repairs and corrective actions for the system. If the Commissioner is in agreement with the proposal, a release will be provided based upon the hourly labor rate as proposed by the Contractor on the proposal pages and parts and accessories at the applicable mark-up or discount shown for the catalog or non-catalog line items.

Repair of equipment will be compensated on a time and material basis at the rates proposed by the Contractor on the proposal pages.

#### **10.8. CATALOG PARTS**

The manufacturers catalogs from which items may be purchased are Amerex Corporation, Badger Fire Protection, Buckeye Fire Equipment and Ansul, Inc. Pricing will be based upon manufacturer's list price minus the Contractor's discount from list price as specified in the proposal pages.

#### **10.9. NON CATALOG PARTS**

For items not included in the above catalogs but which are required to fulfill this contract, the Contractor will provide those items at a cost equal to their suppliers price plus the mark up shown on line # 107 on the bid pages over Contractor cost (not to exceed 15%) as verifiable by submitting copies of their suppliers' invoices with their invoice. The projected spending for the 5-year term of the contract is \$35,125.00.

Items may be purchased with or without service labor to be installed by City personnel or other Contractors.

## **10.10. LABOR**

All extinguisher repairs provided must be invoiced at the Hourly Labor Rate plus the parts price less the discount given from the Manufacturer's Suggested Retail Price List listed in the Proposal Pages or markup in case of non catalog parts. Labor rate will only be charged when equipment repair is authorized. Maintenance, recharging and testing are not a part of the 'Repair of Equipment' and labor will not be compensated separately for work where there is a line item included in the contract for that service for example., for hydrostatic testing on recharging of extinguishers the price bid by the Contractor for those line items is inclusive of all costs including labor, pickup, delivery, parts, overhaul, profits, etc.

Once the Contractor is in possession of the extinguisher unit, the Contractor will have forty-eight (48) hours to make the required repairs. The repair must have the prior approval of authorized Department Representative.

## **10.11. PURCHASE OF FIRE EXTINGUISHERS**

The Contractor will furnish and deliver F.O.B., City of Chicago, Department of Fleet and Facility Management (2FM) and other City Departments at various locations, the proposed Fire Extinguishers, as described herein, in accordance with the terms and conditions of this specification. The City intends to order Fire Extinguishers based on the descriptions below. The descriptions contain all of the specifications and other pertinent information.

### Dry Chemical Fire Extinguishers

Sizes must be available in 2.5 lb., 5 lb., 10 lb. or 20 lb.

Cylinders, handles and valves must be composed of steel or aluminum

Dry chemical composition must be monoaluminum phosphate or sodium bicarbonate

Rechargeable after use

Tested and certified by UL or other nationally recognized testing organizations

## **10.12. WARRANTY**

The Contractor must furnish a warranty or guarantee for the Fire Extinguishers, parts and service provided under this contract in accordance with the standard warranty/guarantee regularly supplied.

At a minimum, the Contractor hereby warrants Fire Extinguishers, parts or service for a period of One (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective



design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day the unit or part is delivered to the City. As for a service, the warranty period will commence on the day the service is rendered. If a longer guarantee can be furnished, at no additional cost to the City, the longer period will prevail.

#### **10.13. LOANER**

The Contractor must immediately provide a comparable loaner extinguisher for each piece of equipment removed from any location for any length of time for maintenance, recharge, hydrostatic testing or repair. The loaner will be supplied at no additional cost to the City.

#### **10.14. TRADE NAME**

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

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder 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.

#### **10.15. LOW PRESSURE CO2 FIRE SUPPRESSION SYSTEMS INSPECTION AND CERTIFICATION – NORTH AND SOUTH AIRFIELD LIGHTING CONTROL VAULTS AT O'HARE INTERNATIONAL AIRPORT**

Chicago O'Hare International Airport has two low pressure carbon dioxide fire suppression systems requiring inspection. These systems are to be inspected per NFPA 12, NFPA 72, local and state codes. The systems are manufactured by Ansul Incorporated.

The Contractor will provide annual inspections and certifications of Low Pressure CO2 Fire Suppression Systems that will include a visual inspection of each system and associated components, including but not limited to: monitor modules, control and relay modules, relays, pull stations, heat detectors, backup power supplies, alarm bells and horns, RSS strobes, CO2 storage tanks and associated systems, shut-off valves, pressure relief valves, actuators, gauges and associated parts, conduits and wiring, timer cabinets and associated parts, odorizers, nozzles, pressure switches, hose reel stations, and associated parts and equipment, control cabinets and associated remote detection systems connected to the Low Pressure CO2 Fire Suppression System. The Contractor will provide a detailed written report noting the findings of the annual inspection and note any deficiencies or corrective actions that need to be taken. In the event a system cannot be certified due to a malfunction system, the Contractor will provide such certification at no additional cost upon the completion of necessary repairs. The City will not be required to pay for

a second inspection to compensate Contractor for inspection and certification after a recommended repair is completed by the Contractor.

As stated in Section 2.69 and specifically as it relates to Fire Extinguisher Services and Fire Suppression System Services at O'Hare International Airport, the Contractor will request at all times to be escorted by Chicago Department of Aviation personnel for all inspections and certifications of fire suppression systems preformed at O'Hare International Airport airfield locations.

#### **North Airfield Lighting Control Vault System**

This system protects one 950 square foot generator enclosure with a ceiling height of 18 feet. The system consists of the following main components:

<b>Quantity</b>	<b>Description</b>
1	3 3/4 Ton Bulk Storage Unit W/ Refrigeration System (480V, 3Ph, 60Hz)
1	4" Tank Shut Off Valve W/Status Switch
1	3" Master/Selector Valve W/O Solenoid- Spring Return Actuator
1	3/4" Check Valve
1	3" Lock Out Valve W/ Supervisory Switch
1	24V DC Automatic Timer Cabinet
1	Pneumatic Horn
2	1/2" Relief Valve (450 PSI)
1	1/2" Relief Valve (150 PSI)
1	1/2" Pressure Regulator (100 PSI)
1	2" Pressure Gauge (200 PSI)
1	Actuation Line Supervisory Pressure Switch
2	Discharge Pressure Switch, WTHPRF
1	Odorizer Assembly
1	Odorizer Ampoule
8	3/4" Radial Nozzle-2 Port-14.5 Orifice Code
2	Manual Pull Station
2	Warning Sign – Outside No Alarm
4	Warning Sign – Leave Area
2	Warning Sign – Do Not Enter
1	1/2" In-Line Filter
1	Ansul Fire Suppression Control Panel

#### **South Airfield Lighting Control Vault System**

This system protects three generators and one day tank enclosure all within a 3,150 square foot area. The area has a ceiling height of 16.5 feet. The system utilizes selector valves for protection of four hazards independently. The system consists of the following main components:

<b>Quantity</b>	<b>Description</b>
1	12 Ton Bulk Storage Unit W/ Refrigeration System (480V, 3Ph, 60Hz)
1	8" Tank Shut Off Valve W/Status Switch
1	4" Master/Selector Valve W/Solenoid and M.O.
1	2" Master/Selector Valve W/Solenoid and M.O.
1	3/4" Check Valve
3	3" Lock Out Valve W/ Supervisory Switch
1	2" Lock Out Valve W/ Supervisory Switch
1	1 1/2" Lock Out Valve W/ Supervisory Switch
3	3" Selector Valve W/O Solenoid
1	1 1/2" Selector Valve W/O Solenoid
4	24V DC Automatic Timer Cabinet
4	Pneumatic Horn

6	1/2" Relief Valve (450 PSI)
2	1/2" Relief Valve (350 PSI)
1	1/2" Relief Valve (150 PSI)
1	Pressure Regulator
2	Pressure Gauge (200 PSI)
1	Actuation Line Supervisory Pressure Switch
8	Discharge Pressure Switch
4	Odorizer Assembly
4	Odorizer Ampoule
42	3/4" Radial Nozzle-2 Port-14.5 Orifice Code
2	Hose Reel Assembly
1	1" Master/Selector Valve W/Solenoid-SR
3	Manual Pull Station
2	Warning Sign – Outside No Alarm
7	Warning Sign – Leave Area
4	Warning Sign – Do Not Enter
1	Warning Sign – Nearby
4	1/2" In-Line Filter
1	1/4" Regulator
2	Hose Reel Bracket A
2	Hose Reel Bracket B
6	Pressure Trip
2	Hose Reel On-Off Switch
1	Ansul Fire Suppression Control Panel

The Contractor will be compensated for annual inspection and certification on a per annual inspection, per location basis.

## 10.16. REPAIRS

The Contractor will provide written notice to the Commissioner of any deficiencies found during the annual inspections and certifications. Any deficiencies noted will include a proposal for repairs and corrective actions for the system. If the Commissioner is in agreement with the proposal, a release will be provided based upon the hourly labor rate as proposed by the Contractor on the proposal pages and parts and accessories at the applicable mark-up or discount shown for the catalog or non-catalog line items.

The Contractor will provide all replacement parts and accessories at a mark-up or discount proposed by the Contractor on the Proposal Pages. Such replacement parts and accessories at mark-up or discount shown from the manufacturers' price list of Approved Catalogs or at a mark up over Contractor's cost for those parts which are required for repair but not included in the catalogs included in the contract, include, but are not limited to: monitor modules, control and relay modules, relays, pull stations, heat detectors, backup power supplies, alarm bells and horns, RSS strobes, CO2 storage tanks and associated systems, shut-off valves, pressure relief valves, actuators, gauges, and associated parts, timer cabinets and associated parts, odorizers, nozzles, pressure switches, hose reel stations, and associated parts and equipment for completion and repair or maintenance. All parts and equipment are to be shipped F.O.B. point of destination, anywhere in the City of Chicago.

## 10.17. SUPPLEMENTAL INFORMATION PAGE

Identification of the Number of Mobile Service Vehicles:

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Identification by Make, Model and Serial Number the Equipment to be used for Hydrostatic Testing:

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Addresses of the Shop Facilities:

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#### **10.18. AUTHORIZED DEALER/DISTRIBUTOR/RESELLER**

The Contractor must be the manufacturer or an authorized dealer/distributor/reseller of the proposed item(s) specified and be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as production information and product recall notices.

Exclusive or authorized distributor/reseller or service representative must provide name, address and phone number of manufacturer and attach to the bid written documentation from the manufacturer verifying your distributorship status.

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

#### **10.19. 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 material, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation

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

The Contractor will be responsible for and must repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the term of the Contract, where such damage is directly due to the Contractor's operations 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 Contractor's Subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or her authorized representative, and report the nature and extent of such damages prior to making any such necessary repairs.

## 10.21. NOTICES FROM CONTRACTOR

Notices provided herein, unless expressly provided for otherwise in this Contract, will be in writing and must be delivered by United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

Commissioner of \_\_\_\_\_

\_\_\_\_\_

Chicago, IL 606\_\_\_\_

With Copies to:

Chief Procurement Officer  
City Hall, Room 403  
121 North LaSalle Street  
Chicago, IL 60602

If to the Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notices delivered by mail will be deemed effective three (3) calendar days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this Section.

## 10.22. 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 a cause for the rejection of its bid.

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.

**10.23. EXHIBIT ONE - CITY OF CHICAGO FACILITIES**

## CITY FACILITIES - FIRE EXTINGUISHER INVENTORY

Address	Department	Building Name	Trade and Engineering Zone	No. ABC Dry Chemical 5#	No. ABC Dry Chemical 10#	No. ABC Dry Chemical 15#	No. ABC Dry Chemical 20#	No. ABC Dry Chemical 30#	No. ABC Dry Chemical 5#	No. CO2 10#	No. CO2 15#	No. CO2 20#	No. CO2 30#	No. FE 3#	No. FE 3#	No. Halotron 15#	No. Halon 2.5#	No. Halon 10#	No. Halon 15#	No. Halon 20#
1548 S. Loomis St.	Animal Care and Control	Animal Care	1		14															
5901 N. Pulaski Rd.	Chicago Public Library	Peterson Park Field House	1		6															
5150 N. Kimball Ave.	Chicago Public Library	Abbey Park Library	1		6															
6100 W. Irving Park Rd.	Chicago Public Library	Austin Irving Library	1		6															
5915 W. Race Ave.	Chicago Public Library	Austin Library	1		12															
6083 N. Northwest Hwy.	Chicago Public Library	Gail B. Robert Library	1		5															
7555 W. Cornelia Ave.	Chicago Public Library	Dunning Library	1		4															
5331 W. Devon Ave.	Chicago Public Library	Edgemoor Library	1		6															
3353 W. 138th St.	Chicago Public Library	Fredrick A. Douglas Library	1		5															
3346 W. Irving Park	Chicago Public Library	Independence Library (Leased)	1		5															
5363 W. Lawrence Ave.	Chicago Public Library	Jefferson Park Library	1		5															
115 S. Pulaski Rd.	Chicago Public Library	Legislative Library	1		7															
5724 W. North Ave.	Chicago Public Library	North Austin Library	1		3															
7554 W. Belmont Ave.	Chicago Public Library	Bridge Park Library	1		6															
5108 W. Belmont Ave.	Chicago Public Library	Bridge - Grant Library	1		6															
3104 N. Narragansett Ave.	Chicago Public Library	West Belmont Library	1		3															
4856 W. Chicago Av.	Chicago Public Library	West Chicago Library	1		4															
5430 W. Gale St.	City Clerk	West Chicago Office	1		4															
5071 W. Congress Pkwy.	Family and Support Services	City of Chicago Office	1		1															
3160 N. Milwaukee Ave.	Family and Support Services	City of Chicago Office	1		1															
10 S. Kozlowski Ave.	Family and Support Services and	Community Senior Center	1		4															
4211 W. Ferdinand St.	Fleet	Garfield Center	1		15															
4233 W. Ferdinand St.	Fleet	Fuel Station	1		6															
4840 W. Sunnyside Ave.	Fleet	Garage	1		5															
5801 N. Pulaski Rd.	North Park Village	Gas Pumping Station	1		7															
5801 N. Pulaski Rd.	North Park Village	New - Bldg C - Administration/Mental Health	1		19															
5801 N. Pulaski Rd.	North Park Village	New - Bldg F - Chapel	1		3															
5801 N. Pulaski Rd.	North Park Village	New - Bldg K - Boiler Plant	1		20															
5801 N. Pulaski Rd.	North Park Village	New - Bldg L - Garage Shop	1		2															
5801 N. Pulaski Rd.	North Park Village	New - Bldg N - Electrical Shop	1		2															
5801 N. Pulaski Rd.	North Park Village	New - Bldg S - Guard House	1		1															
3315 W. Ogden Ave.	Police	10th District Police Station	1		15															
3151 W. Harrison St.	Police	11th District Police Station (Area 4)	1		25															
3104 W. Harrison St.	Police	Area 4 Garage	1		14															
5701 W. Madison St.	Police	15th District Police Station	1		10															
5151 N. Milwaukee Ave.	Police	16th District Police Station	1		16															
4650 W. Pulaski Rd.	Police	17th District Police Station	1		16															
5555 W. Grand Ave.	Police	25th District Police Station - Area 5 Garage	1		43															
3340 W. Filmore St.	Police	Human Square	1	41	39															
320 W. Tully Ave.	Police	Police Canine Training Unit	1		6															
1817 S. Pulaski Rd.	Streets and Sanitation	24th Ward Yard	1		5															
4311 W. Ferdinand St.	Streets and Sanitation	28th Ward Yard	1		7															
5605 W. Grand Ave.	Streets and Sanitation	29th + 30th Ward Yards	1		2															
4815-19 Homer	Streets and Sanitation	31st Ward Yard (Leased)	1		1															
1827 N. Monticello Ave.	Streets and Sanitation	35th Ward Yard	1		4															
2817 N. Belmont Ave.	Streets and Sanitation	36th Ward Yard	1		4															
4830 W. Chicago Ave.	Streets and Sanitation	37th Ward Yard	1		5															
4243 N. Neenah Ave.	Streets and Sanitation	38th Ward Yard	1		5															
4605 W. Lawrence Ave.	Streets and Sanitation	39th Ward Yard	1		5															
6453 W. Higgins Rd.	Streets and Sanitation	41st Ward Yard	1		5															
4835 N. Lippe Ave.	Streets and Sanitation	45th Ward Yard	1		5															
2555 W. Grand Ave.	Streets and Sanitation	Salt Pile	1		1															
4201 N. Oak Park Ave.	Streets and Sanitation	Salt Pile	1		1															
4639 N. Lamon Ave.	Streets and Sanitation	Salt Pile	1		1															

## CITY FACILITIES - FIRE EXTINGUISHER INVENTORY

12/20/23

Address	Department	Building Name	Trades and Engineering	ABC Dry Chemical 25	ABC Dry Chemical 100	ABC Dry Chemical 150	ABC Dry Chemical 200	ABC Dry Chemical 300	No. CO2 50	No. CO2 100	No. CO2 150	No. CO2 200	No. CO2 300	No. FE 30	No. FE 35	No. Halon 150	No. Halon 250	No. Halon 100	No. Halon 150	No. Halon 200
2711 W. Lampton St.	311 City Services	311 City Services	2																	
1226 W. Airline St.	Chicago Public Library	Baccarat Library	2		11															
1701 N. Milwaukee Ave.	Chicago Public Library	Budlong-Walker Park Library	2		10															
5630 N. Lincoln Ave.	Chicago Public Library	Budlong Woods Library	2		8															
1210 W. Elmwood Ave.	Chicago Public Library	Edgewater Library, edim	2		10															
1605 N. Troy St.	Chicago Public Library	Humboldt Park Library	2		7															
6441 W. Belmont Ave.	Chicago Public Library	John M. Leo Library	2		5															
1659 W. Melrose St.	Chicago Public Library	Lincoln Belmont Library	2		6															
1150 Fullerton	Chicago Public Library	Lincoln DePaul Library (Leased)	2		6															
3030 W. Fullerton Ave.	Chicago Public Library	Logan Square Library	2		8															
6 S. Hoyne St.	Chicago Public Library	Marble Square Library	2		5															
310 W. Division St.	Chicago Public Library	Neal North Branch Library	2	4	1															
8435 N. California Ave.	Chicago Public Library	Northtown Library	2		4															
733 N. Kedzie Ave.	Chicago Public Library	Richard M. Daley Library	2		5															
9907 N. Clark St.	Chicago Public Library	Rogers Park Library	2		11															
4455 N. Lincoln Ave.	Chicago Public Library	Suzer Library	2		14															
829 W. Buena Ave.	Chicago Public Library	Uptown Library	2		7															
78 E. Washington St.	Cultural Affairs	Chicago Cultural Center	2		30															
72 E. Randolph St.	Cultural Affairs	Department Of Cultural Affairs	2	9	14							36								
66 E. Pearson St.	Cultural Affairs	Gallery 37	2		29															
153 E. Pearson St.	Cultural Affairs	Visitor Center	2		4															
445 N. Sacramento Ave.	Environment	Chicago Center For Green Technology	2		20															
11508 N. North Branch St.	Environment	Hazardous Waste Recycling Center	2		8							5								
2019 W. Lawrence Ave.	Family and Support Services	Levy Senior Center	2		8															
1129 W. Chicago Ave.	Fire	Fire Engine Company 014	2		8															
6530 N. Clark St.	Fire	Fire Engine Company 059 + 070	2		9															
7340 N. Clark St.	Fire	Fire Engine Company 102	2		10															
2061 N. Throck St.	Fire	Trades And Engineers + Fleet	2		51															
2045 W. Washington St.	Health	Lakeview Health Center	2		12							52								
845 W. Wilson Ave.	Health	Miles Square Health Center	2		19															
2713 W. Lexington St.	Health	Uptown Health Center	2		19															
2418 W. Division St.	Health	West Nile Abatement Center	2		5															
121 N. La Salle St.	Health	Westtown Neighborhood Health Center	2		5															
1615 W. Chicago Ave.	Multiple Departments	City Hall	2		200															
1411 W. Madison St.	Multiple Departments	Cadillac Building	2	33	7															
1455 W. Madison St.	OEMC	911 Center	2		61															
600 S. Racine Ave.	OEMC	12th District Police Station	2		7															
597 N. Wood St.	OEMC	13th District Police Station	2		11															
2150 N. California Ave.	Police	14th District Police Station	2		11															
1760 N. Luntree St.	Police	16th District Police Station	2		12							19								
2432 W. Belmont Ave.	Police	18th District Police Station	2		12															
5245 Campbell	Police	19th District Police Station (Area 3)	2	6	42							2								
5201 N. Lincoln Ave.	Police	Area 3 Garage	2		11															
860 N. Addison St.	Police	20th District Police Station	2																	
6468 N. Addison St.	Police	23rd District Police Station	2									64								
1732 W. Byron St.	Police	24th District Police Station	2									21								
750 N. Berwyn Ave.	Police	Mayor's Security Detail	2									11								
1300 W. Madison Blvd.	Police	Police Marine Safety Station	2		5															
2500 W. 55th Ave.	Police	Police Training Academy	2		8															
2460 W. 55th Ave.	Police	Tet + 27th Ward Yards	2		55															
1156 N. North Branch St.	Police	28th Ward Yards	2		6															
3143 N. Rockwell Ave.	Police	32nd + 42nd Ward Yards	2		6															
5333 N. Western Ave.	Police	33rd Ward Yards	2									2								
1320 W. Concord	Police	40th + 47th Ward Yards	2		3															
1561 W. 50th St.	Police	43rd Ward Yards	2		4															
5863 N. Broadway	Police	44th Ward Yards	2		7															
6441 N. Ravenswood Ave.	Police	46th + 48th Ward Yards	2		4															
400 E. 46th Street	Police	48th + 50th Ward Yards / Fuel Station	2		8															
5331 W. Wacker Dr.	Police	Central Auto Pound	2		10															
351 E. Lower Randolph St.	Police	DSS Bureau Of Forestry Garage	2		19															
	Police	Loop Operations Office	2	4																



## 120223

3 OF 4

## CITY FACILITIES - FIRE EXTINGUISHER INVENTORY

Address	Department	Building Name	Trade and Engineering Zone	No. ABC Dry Chemical	No. ABC Dry Chemical	No. ABC Dry Chemical	No. ABC Dry Chemical	No. ABC Dry Chemical	No. CO2	No. CO2	No. CO2	No. CO2	No. CO2	No. CO2	No. FE 35	No. FE 35	No. Halotron	No. Halon	No. Halon	No. Halon	No. Halon	No. Halon
6143 S. Stony Island Ave.	Chicago Public Library	Avon Branch Library	4	3	10																	
1731 E. 63rd St.	Chicago Public Library	Beeslie Coleman Library	4	3	10																	
4804 S. Lake Park Ave.	Chicago Public Library	Blackstone Library	4	3	10																	
3547 S. State St.	Chicago Public Library	Chicago Bee Library	4	3	10																	
2553 S. Wrentham	Chicago Public Library	Christown Library (Leased)	4	3	10																	
1000 E. 73rd St.	Chicago Public Library	Greeter Grand Crossing Library	4	3	10																	
4801 S. Michigan Ave.	Chicago Public Library	Hill Library	4	3	10																	
2948 E. 130th St.	Chicago Public Library	Hogswashed Library	4	3	10																	
2948 E. 100th St.	Chicago Public Library	Jeffrey Manno Library	4	3	10																	
11001 S. Martin Luther King Jr. Dr.	Chicago Public Library	Martin Luther King Jr. Branch Library	4	3	10																	
1000 S. Halsted Ave.	Chicago Public Library	Pullman Library	4	3	10																	
3500 S. Halsted Ave.	Chicago Public Library	South Shore Library	4	3	10																	
3710 E. 148th St.	Chicago Public Library	South Shore Library	4	3	10																	
1701 S. Martin Luther King Jr. Dr.	Chicago Public Library	Vodak / Eastside Library	4	3	10																	
1821 S. Indiana Ave.	Chicago Public Library	Whitney M. Young, Jr. Library	4	3	10																	
800 S. DuSable Ave.	Cultural Affairs	Maxwell Street Farm Center	4	3	10																	
1787 E. 79th St.	Cultural Affairs	Maxwell Street Farm Center	4	3	10																	
4314 S. Cottage Grove Ave.	Family and Support Services	Atlas Senior Center	4	3	10																	
1338 S. Clinton St.	Family and Support Services	Martin Luther King Community Center	4	3	10																	
1010 S. Clinton St.	Fire	Fire Academy - South	4	3	10																	
558 W. DuSable St.	Fire	Fire Prevention Building	4	3	10																	
3547 East 63rd Ave.	Fire	R. J. Quinn Fire Academy	4	3	10																	
8501 S. State St.	Fire	At and Sea Rescue	4	3	10																	
10101 S. Stony Island Ave.	Fire	65th Ave State Fuel Station	4	3	10																	
9249 S. Cottage Grove Ave.	Fire	Stony Island Fuel Station	4	3	10																	
220 E. 119th St.	Health	Burnside Community Services Center	4	3	10																	
2838 E. 89th St.	Health	Roseland Neighborhood Health Center	4	3	10																	
6337 S. Woodman Ave.	Health	South Chicago Health Center	4	3	10																	
1718 S. State St.	Health	Woodlawn Behavioral Health Center	4	3	10																	
300 E. 29th St.	Police	1st District Police Station	4	3	10																	
5101 S. Wentworth Ave.	Police	21st District Police Station	4	3	10																	
7040 S. Cottage Grove Ave.	Police	2nd District Police Station (Area 01)	4	3	10																	
2255 E. 103rd St.	Police	3rd District Police Station	4	3	10																	
727 E. 111th St.	Police	4th District Police Station	4	3	10																	
5218 S. Wentworth Ave.	Police	5th District Police Station (Area 2) + Garage	4	3	10																	
7069 S. South Shore Dr.	Police	Area 01 Garage	4	3	10																	
3510 S. Michigan Ave.	Police + Fire	Mounted Patrol	4	3	10																	
6355 S. Wentworth Ave.	Police	Public Safety Building	4	3	10																	
3300 South Michigan	Police	Police Unit - Secure Communication Test Point	4	3	10																	
2006 E. 96th St.	Revenue	Revenue / Admin. Hearings (Leased)	4	3	10																	
900 E. 103rd St.	Revenue / Admin. Hearings (Leased)	Multiple Users (Leased)	4	3	10																	
6401 S. Evans Ave.	Streets and Sanitation	2nd Ward Yard	4	3	10																	
2840 S. Calumet Ave.	Streets and Sanitation	3rd Ward Yard	4	3	10																	
4321 S. Wabash Ave.	Streets and Sanitation	4th Ward Yard	4	3	10																	
4322 S. Cottage Grove Ave.	Streets and Sanitation	5th + 6th Ward Yards	4	3	10																	
1619 E. 73rd St.	Streets and Sanitation	6th + 7th Ward Yards	4	3	10																	
9160 S. Harbor Av.	Streets and Sanitation	7th + 10th Ward Yards	4	3	10																	
11615 S. Indiana Ave.	Streets and Sanitation	8th Ward Yard	4	3	10																	
1754 S. Clark St.	Streets and Sanitation	DSS Street Operations	4	3	10																	
228			199	2503	66	470	36	2	8	4	47	1	4	2	7	1	2	1	1	1	1	1

## 11. PROPOSAL PAGE

**BIDDER MUST FULLY COMPLETE BOTH PROPOSAL PAGE AND ADDITIONAL PROPOSAL PAGE IN THIS SECTION 11 and 11.1**

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

PU0851

**RFQ Header Information**

Please Respond By 8/15/2012	FIRE EXTINGUISHER SERVICES AND FIRE
RFQ Number 4068	SUPPRESSION SYSTEM SERVICES
Ship To Location 038-0030	Special Instructions
For More Information Please Contact HUGO ZAPATA	Your Quote is Effective as of 8/15/2012
	RFQ Status In Process

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

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

**RFQ Header Details**

Contract Type WORK SERVICES / FACILITIES MAINT.	Specification 93030A
Target Market NO	Procurement Type BID
Advertise Date 8/3/2012	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**

PU0851

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	9363443560	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-PRESSURIZED DRY CHEMICAL TYPE RANGING FROM 2.5 TO 20 LBS	Each	12194	\$	(N/A)	\$	(N/A)	
2	Work Services	9363443120	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-CARTRIDGE OPERATED TYPE DRY CHEMICAL RANGING FROM 2.5 TO 30 LBS.	Each	4966	\$	(N/A)	\$	(N/A)	
3	Work Services	9363443115	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-CARBON DIOXIDE TYPE RANGING FROM 2.5 TO 20 LBS.	Each	7816	\$	(N/A)	\$	(N/A)	
4	Work Services	9363443155	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-HALON/HELOTRON AND CLEAN AGENT TYPES RANGING FROM 2.5 TO 20 LBS.	Each	876	\$	(N/A)	\$	(N/A)	
5	Work Services	9363443021	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-AFFF TYPE, 2.5 GALLON WATER, FOAM, AND MIST	Each	1593	\$	(N/A)	\$	(N/A)	
6	Work Services	9363443175	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-DRY CHEMICAL TYPE WHEELED UNITS RANGING FROM 50 TO 350 LBS	Each	227	\$	(N/A)	\$	(N/A)	
7	Work Services	9363443117	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-CARBON DIOXIDE TYPE WHEELED UNITS RANGING FROM 50 TO 350 LBS	Each	2	\$	(N/A)	\$	(N/A)	

**City of Chicago**  
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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
8	Work Services	9363443140	93634	INSPECTION AND CERTIFICATION SERVICES, FIRE EXTINGUISHER (ANNUAL), TO INCLUDE ALL CERTIFICATION TAGS, SEALS, AND CLIPS-CLASS D TYPE RANGING FROM 5 TO 30 LBS. (INCLS. METAL X AND LITHIUM TYPES)	Each	161	\$	(N/A)	\$	(N/A)	
9	Work Services	9363464575	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED CLASS D TYPE, INCLUDING METAL X AND LITHIUM TYPES, 30 LB. PORTABLE (6 YEAR INTERNAL INSPECTION)	Each	10	\$	(N/A)	\$	(N/A)	
10	Work Services	9363464580	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED DRY CHEMICAL TYPE, 25 LB. PORTABLE (6 YEAR INTERNAL INSPECTION)	Each	665	\$	(N/A)	\$	(N/A)	
11	Work Services	9363464581	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED DRY CHEMICAL TYPE, 5 LB. PORTABLE (6 YEAR INTERNAL INSPECTION)	Each	655	\$	(N/A)	\$	(N/A)	
12	Work Services	9363464582	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED DRY CHEMICAL TYPE, 10 LB. PORTABLE (6 YEAR INTERNAL INSPECTION)	Each	919	\$	(N/A)	\$	(N/A)	
13	Work Services	9363464583	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED DRY CHEMICAL TYPE, 20 LB. PORTABLE (6 YEAR INTERNAL INSPECTION)	Each	716	\$	(N/A)	\$	(N/A)	
14	Work Services	9363464585	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED CARBON DIOXIDE TYPE, 5 LB. PORTABLE	Each	550	\$	(N/A)	\$	(N/A)	
15	Work Services	9363464586	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED CARBON DIOXIDE TYPE, 10 LB. PORTABLE	Each	750	\$	(N/A)	\$	(N/A)	
16	Work Services	9363464587	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED CARBON DIOXIDE TYPE, 15 LB. PORTABLE	Each	227	\$	(N/A)	\$	(N/A)	
17	Work Services	9363464588	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED CARBON DIOXIDE TYPE, 20 LB. PORTABLE	Each	905	\$	(N/A)	\$	(N/A)	

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

PU0861

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
18	Work Services	9363464118	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARTRIDGE OPERATED DRY CHEMICAL TYPE, 5 LB. (INCL.S. CARTRIDGE REFILL)	Each	42	\$	(N/A)	\$	(N/A)	
19	Work Services	9363464119	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARTRIDGE OPERATED DRY CHEMICAL TYPE, 10 LB. (INCL.S. CARTRIDGE REFILL)	Each	42	\$	(N/A)	\$	(N/A)	
20	Work Services	9363464120	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARTRIDGE OPERATED DRY CHEMICAL TYPE, 20 LB. (INCL.S. CARTRIDGE REFILL)	Each	255	\$	(N/A)	\$	(N/A)	
21	Work Services	9363464121	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARTRIDGE OPERATED DRY CHEMICAL TYPE, 30 LB. (INCL.S. CARTRIDGE REFILL)	Each	235	\$	(N/A)	\$	(N/A)	
22	Work Services	9363464602	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED WATER AND WATER BASED TYPES, 2.5 GALLON	Each	504	\$	(N/A)	\$	(N/A)	
23	Work Services	9363464604	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PRESSURIZED AFFF AND FOAM TYPES, 2.5 GALLON	Each	405	\$	(N/A)	\$	(N/A)	
24	Work Services	9363464355	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-HALON TYPES	Pound	836	\$	(N/A)	\$	(N/A)	
25	Work Services	9363464925	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED DRY CHEMICAL TYPE, 50 LB. UNIT	Each	168	\$	(N/A)	\$	(N/A)	
26	Work Services	9363464926	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED DRY CHEMICAL TYPE, 75 LB. UNIT	Each	168	\$	(N/A)	\$	(N/A)	
27	Work Services	9363464927	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED DRY CHEMICAL TYPE, 100 LB. UNIT	Each	185	\$	(N/A)	\$	(N/A)	
28	Work Services	9363464928	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED DRY CHEMICAL TYPE, 150 LB. UNIT	Each	218	\$	(N/A)	\$	(N/A)	

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

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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / LID, Date and Mfr	Comments
29	Work Services	9363464929	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED CARBON DIOXIDE TYPE, 50 LB. UNIT	Each	2	\$	(N/A)	\$	(N/A)	
30	Work Services	9363464930	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED CARBON DIOXIDE TYPE, 75 LB. UNIT	Each	2	\$	(N/A)	\$	(N/A)	
31	Work Services	9363464931	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED CARBON DIOXIDE TYPE, 100 LB. UNIT	Each	2	\$	(N/A)	\$	(N/A)	
32	Work Services	9363464932	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED CARBON DIOXIDE TYPE, 150 LB. UNIT	Each	7	\$	(N/A)	\$	(N/A)	
33	Work Services	9363464936	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED CLASS D TYPE, 150 LB. UNIT (N/C.S. METAL X AND LITHIUM CHEMICALS)	Each	2	\$	(N/A)	\$	(N/A)	
34	Work Services	9363464505	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 23 CUFT	Each	12	\$	(N/A)	\$	(N/A)	
35	Work Services	9363464506	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 55 CUFT	Each	12	\$	(N/A)	\$	(N/A)	
36	Work Services	9363464507	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 110 CUFT	Each	32	\$	(N/A)	\$	(N/A)	
37	Work Services	9363464508	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 220 CUFT	Each	512	\$	(N/A)	\$	(N/A)	
38	Work Services	9363464509	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 300-400 CUFT	Each	512	\$	(N/A)	\$	(N/A)	
39	Work Services	9363464130	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CLASS D TYPE, 30 LB. PORTABLE (6 YEAR INSPECTION)	Each	45	\$	(N/A)	\$	(N/A)	
40	Work Services	9363464610	93634	RECHARGE MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-PURPLE K DRY CHEMICAL SKID UNIT, 900 LB.	Each	31	\$	(N/A)	\$	(N/A)	



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Run Time: 08/07/17 08:25:02

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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
49	Work Services	9363448137	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARTRIDGE OPERATED DRY CHEMICAL TYPE EXTINGUISHER, 20 LB. PORTABLE, INCLUDES RECHARGE (12 YEAR INSPECTION)	Each	566	\$	(N/A)	\$	(N/A)	
50	Work Services	9363448138	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARTRIDGE OPERATED DRY CHEMICAL TYPE EXTINGUISHER, 30 LB. PORTABLE, INCLUDES RECHARGE (12 YEAR INSPECTION)	Each	45	\$	(N/A)	\$	(N/A)	
51	Work Services	9363448120	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARBON DIOXIDE TYPE EXTINGUISHER, 5 LB., INCLUDES RECHARGE (5 YEAR INSPECTION)	Each	72	\$	(N/A)	\$	(N/A)	
52	Work Services	9363448121	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARBON DIOXIDE TYPE EXTINGUISHER, 10 LB., INCLUDES RECHARGE (5 YEAR INSPECTION)	Each	372	\$	(N/A)	\$	(N/A)	
53	Work Services	9363448122	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARBON DIOXIDE TYPE EXTINGUISHER, 15 LB., INCLUDES RECHARGE (5 YEAR INSPECTION)	Each	250	\$	(N/A)	\$	(N/A)	
54	Work Services	9363448123	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-CARBON DIOXIDE TYPE EXTINGUISHER, 20 LB., INCLUDES RECHARGE (5 YEAR INSPECTION)	Each	1407	\$	(N/A)	\$	(N/A)	
55	Work Services	9363448930	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, CLASS D TYPE, 150 LB. UNIT, INCLUDES RECHARGE, METAL X AND LITHIUM TYPE CHEMICAL (12 YEAR INSPECTION)	Each	337	\$	(N/A)	\$	(N/A)	
56	Work Services	9363448931	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, CLASS D TYPE, 250 LB. UNIT, INCLUDES RECHARGE, METAL X AND LITHIUM TYPE CHEMICAL (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / I.D. Date and Mfr	Comments
57	Work Services	9363448932	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 50 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	5	\$	(N/A)	\$	(N/A)	
58	Work Services	9363448933	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 75 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	
59	Work Services	9363448934	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 100 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	
60	Work Services	9363448935	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 150 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	37	\$	(N/A)	\$	(N/A)	
61	Work Services	9363448936	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 250 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	
62	Work Services	9363448937	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 350 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	
63	Work Services	9363448938	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, CARBON DIOXIDE TYPE, 50 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	
64	Work Services	9363448939	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 75 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
65	Work Services	9363448940	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-WHEELED UNIT EXTINGUISHERS, DRY CHEMICAL TYPE, 100 LB. UNIT, INCLUDES RECHARGE, (12 YEAR INSPECTION)	Each	3	\$	(N/A)	\$	(N/A)	
66	Work Services	9363448515	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 55 CUFT, 5 YEAR INSPECTION	Each	12	\$	(N/A)	\$	(N/A)	
67	Work Services	9363448516	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 110 CUFT, 5 YEAR INSPECTION	Each	32	\$	(N/A)	\$	(N/A)	
68	Work Services	9363448517	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 220 CUFT, 5 YEAR INSPECTION	Each	12	\$	(N/A)	\$	(N/A)	
69	Work Services	9363448518	93634	HYDROTEST MAINTENANCE OF FIRE EXTINGUISHERS (CITY OF CHICAGO)-NITROGEN CYLINDER FOR WHEELED UNITS, 300-400 CUFT, 5 YEAR INSPECTION	Each	522	\$	(N/A)	\$	(N/A)	
70	Work Services	9363437240	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 2.5 LB. CARTRIDGE	Each	12	\$	(N/A)	\$	(N/A)	
71	Work Services	9363437241	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 5 LB. CARTRIDGE	Each	90	\$	(N/A)	\$	(N/A)	
72	Work Services	9363437242	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 10 LB. CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / I.D. Date and Mfr	Comments
73	Work Services	9363437243	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 20 LB. CARTRIDGE	Each	1301	\$	(N/A)	\$	(N/A)	
74	Work Services	9363437244	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 30 LB. CARTRIDGE	Each	518	\$	(N/A)	\$	(N/A)	
75	Work Services	9363437630	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR CARBON DIOXIDE OPERATED EXTINGUISHER, 2.5 LB CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
76	Work Services	9363437631	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 5 LB CARTRIDGE	Each	16	\$	(N/A)	\$	(N/A)	
77	Work Services	9363437632	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 10 LB CARTRIDGE	Each	866	\$	(N/A)	\$	(N/A)	
78	Work Services	9363437633	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 20 LB CARTRIDGE	Each	2607	\$	(N/A)	\$	(N/A)	
79	Work Services	9363437634	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR CARBON DIOXIDE CARTRIDGE OPERATED EXTINGUISHER, 30 LB CARTRIDGE	Each	2197	\$	(N/A)	\$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
80	Work Services	9363437255	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 2.5 LB. CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
81	Work Services	9363437256	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 5 LB. CARTRIDGE	Each	80	\$	(N/A)	\$	(N/A)	
82	Work Services	9363437257	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 10 LB. CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
83	Work Services	9363437258	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 20 LB. CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
84	Work Services	9363437259	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-EXCHANGE CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 30 LB. CARTRIDGE	Each	51	\$	(N/A)	\$	(N/A)	
85	Work Services	9363437650	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 2.5 LB CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
86	Work Services	9363437651	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 5 LB CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
87	Work Services	9363437652	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 10 LB CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
88	Work Services	9363437653	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 20 LB CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
89	Work Services	9363437654	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CARTRIDGE FOR NITROGEN CARTRIDGE OPERATED EXTINGUISHER, 30 LB CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
90	Work Services	9363437615	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CAPS, DRY CHEMICAL CARTRIDGE FOR 5 LB. EXCHANGE CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
91	Work Services	9363437616	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CAPS, DRY CHEMICAL CARTRIDGE FOR 10 LB. EXCHANGE CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
92	Work Services	9363437617	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CAPS, DRY CHEMICAL CARTRIDGE FOR 20 LB. EXCHANGE CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
93	Work Services	9363437618	93634	EXCHANGE OR REPLACEMENT OF CARTRIDGES AND/OR CARTRIDGE CAPS FOR FIRE EXTINGUISHERS-REPLACEMENT CAPS, DRY CHEMICAL CARTRIDGE FOR 30 LB. EXCHANGE CARTRIDGE	Each	15	\$	(N/A)	\$	(N/A)	
94	Work Services	9363441001	93634	FIRE EXTINGUISHER MAINTENANCE - LABOR TO REPAIR FIRE EXTINGUISHER	Hour	6500	\$	(N/A)	\$	(N/A)	

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95	Work Services	9624333370	96243	CONDUCTIVITY TESTS ON FIRE EXTINGUISHERS AND ACCESSORIES-HOSE, CARBON DIOXIDE EXTINGUISHER	Each	1890	\$	(N/A)	\$	(N/A)	
96	Goods	9363429765	93634	CHEMICAL AGENTS, FIRE EXTINGUISHER-SODIUM BICARBONATE BASED DRY CHEMICAL AGENT FOR B AND C TYPE FIRES, 50 LB. CONTAINER	Each	167	\$	(N/A)	\$	(N/A)	
97	Goods	9363429559	93634	CHEMICAL AGENTS, FIRE EXTINGUISHER-POTASSIUM BICARBONATE BASED DRY CHEMICAL PURPLE K AGENT FOR B AND C TYPE FIRES, 50 LB. CONTAINER	Each	185	\$	(N/A)	\$	(N/A)	
98	Goods	9363429480	93634	CHEMICAL AGENTS, FIRE EXTINGUISHER-MONAMONIUM PHOSPHATE BASE DRY CHEMICAL FOR A, B AND C TYPE FIRES, 50 LB. CONTAINER (MAP CONTENT MUST EXCEED 82%)	Each	27	\$	(N/A)	\$	(N/A)	
99	Goods	7203581010	72035	PARTS, RHDEL PUMPS - 10FT. HOSE WITH BRASS NOZZLE FOR 107 HD HAND PUMP, NO. 269	Each	10	\$	(N/A)	\$	(N/A)	
100	Goods	7203581020	72035	PARTS, RHDEL PUMPS - 3 NOZZLE BRASS FOR 107 HD HAND PUMP, NO. 269	Each	10	\$	(N/A)	\$	(N/A)	
101	Goods	7203581030	72035	PARTS, RHDEL PUMPS - 0 - 5 GALLON HD DOUBLE ACTION PUMP FOR 107 HD HAND PUMP, NO. 269	Each	75	\$	(N/A)	\$	(N/A)	
102	Goods	7203531100	72035	PUMPS, RHDEL - 1 - 5 GALLON 107 HD HAND PUMP COMPLETE	Each	76	\$	(N/A)	\$	(N/A)	
103	Catalog Line	93633	93633	PARTS FOR AMEREX CORPORATION EQUIP - DISCOUNT FROM MSRP	Discount From List	\$ 151676	(N/A)		\$		
104	Catalog Line	93633	93633	PARTS FOR BADGER FIRE PROTECTION EQUIP - DISCOUNT FROM MSRP	Discount From List	\$ 115334	(N/A)		\$		
105	Catalog Line	93633	93633	PARTS FOR BUCKEYE FIRE EQUIP - DISCOUNT FROM MSRP	Discount From List	\$ 32333	(N/A)		\$		
106	Catalog Line	93633	93633	PARTS FOR ANSUL, INC. EQUIP - DISCOUNT FROM MSRP	Discount From List	\$ 243109	(N/A)		\$		



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107	Goods	93633.07	93633.07	PARTS NOT LISTED IN CATALOGS ON CONTRACT BUT REQUIRED FOR MAINTENANCE & REPAIR - OF FIRE EXTINGUISHER AND SUPPRESSION SYSTEMS AT MARK-UP OVER CONTRACTORS COST	Mark Up	35125	\$	(N/A)	\$	(N/A)	
108	Work Services	3404131040	34041	FOAM, ALCOHOL - FIRE SUPPRESSION FOAM & OTHER COMPOUNDS, PROVIDE 1,000 LB. REFILL CYLINDER OF HALOTRON OR EQUAL CLEAN AGENT. CONTRACTOR WILL TAKE CITY OWNED EMPTY CYL & REPLACE WITH FULL CYL. PRICED PER 1,000 LB. CYL.	Each	10	\$	(N/A)	\$	(N/A)	
109	Work Services	3402839700	34028	FIRE EXTINGUISHER - SYSTEMS, ANNUAL INSPECTION & CERTIFICATION OF LOW PRESSURE CO2 FIRE SUPPRESSION SYSTEMS, OHARE NORTH AIRFIELD LIGHTING CONTROL VAULT. PRICED PER EACH ANNUAL INSPECTION.	Each	5	\$	(N/A)	\$	(N/A)	
110	Work Services	3402839600	34028	FIRE EXTINGUISHER - SYSTEMS, ANNUAL INSPECTION & CERTIFICATION OF LOW PRESSURE CO2 FIRE SUPPRESSION SYSTEMS, OHARE SOUTH AIRFIELD LIGHTING CONTROL VAULT. PRICED PER EACH ANNUAL INSPECTION.	Each	5	\$	(N/A)	\$	(N/A)	
111	Goods	3402839150	34028	FIRE EXTINGUISHER - PURCHASE NEW PRESSURIZED DRY CHEMICAL TYPE EXTINGUISHERS, PORTABLE, 2.5 POUND	Each	500	\$	(N/A)	\$	(N/A)	
112	Goods	3402839160	34028	FIRE EXTINGUISHER - PURCHASE NEW PRESSURIZED DRY CHEMICAL TYPE EXTINGUISHERS, PORTABLE, 5 POUND	Each	500	\$	(N/A)	\$	(N/A)	
113	Goods	3402839170	34028	FIRE EXTINGUISHER - PURCHASE NEW PRESSURIZED DRY CHEMICAL TYPE EXTINGUISHERS, PORTABLE, 10 POUND	Each	500	\$	(N/A)	\$	(N/A)	
114	Goods	3402839180	34028	FIRE EXTINGUISHER - PURCHASE NEW PRESSURIZED DRY CHEMICAL TYPE EXTINGUISHERS, PORTABLE, 20 POUND	Each	500	\$	(N/A)	\$	(N/A)	

**Total Price \$**

### 11.1. ADDITIONAL PROPOSAL PAGE

PERSON TO CONTACT REGARDING BID:

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

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

INDICATE IF YOU ARE:

MANUFACTURER: _____	YES: _____	NO: _____
EXCLUSIVE DISTRIBUTOR*:	YES: _____	NO: _____
AUTHORIZED DISTRIBUTOR*:	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.

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

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

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

EXCEPTIONS (EXPLAIN):

## 12. AFFIDAVIT OF CHICAGO BUSINESS

If this is a competitively bid Contract funded in whole by City funds, a Chicago business preference may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders that do not complete this form will not be regarded as Chicago businesses.

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:

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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

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Signed

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Printed Name

---

Title

(Representative capacity)

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

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

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

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

As \_\_\_\_\_

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

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

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Notary Public

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

### 13. INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Bidder shall complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the bid due date, the City will accept a paper EDS provided written justification is provided with the bid explaining the Bidders good faith efforts to complete it before the bid due date and the reasons why it could not be completed.

#### 13.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Proposer must complete an online EDS prior to the bid opening date.

**A Proposer that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected, unless a paper EDS and justification is submitted with the bid as described above.**

#### 13.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

#### 13.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: \_\_\_\_\_

#### 13.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

#### 13.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.

	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.
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### 13.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN
  - \_\_\_\_\_ d. City of Chicago Vendor Number, if available.
  - \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
  - \_\_\_\_\_ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
  - \_\_\_\_\_ a. Name
  - \_\_\_\_\_ b. Address
  - \_\_\_\_\_ c. Fees – Estimated or paid

## 13.7. EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**Q: How do I get help?**

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

**Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

**Q: Who is the Applicant?**

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

**Q: Who is the Disclosing Party?**

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

**Q: What is an entity or legal entity?**

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

**Q: What is a person for purposes of the EDS?**

A: "Person" means a human being.

**Q: Who must submit an EDS?**

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

<b>Applicants:</b>	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.
<b>Entities holding an interest:</b>	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
<b>Controlling entities:</b>	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as [www.hotmail.com](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [www.gmail.com](http://www.gmail.com) to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

**Q: Why do we need EDS Captains?**

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

**Q: Who is the EDS team?**

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

**Q: I forgot my password. What should I do?**

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary

password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

**Q: How do I complete an Online EDS?**

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

**Q: How do I fill out a Disclosure of Retained Parties?**

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

**Q: How do I attach documents?**

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

**Q: Who can complete an Economic Disclosure Statement online?**

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

**Q: I am filing electronically. How do I sign my EDS?**

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.



**Q: Can I save a partially complete EDS?**

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q: Do I have to re-type my information each time I submit an EDS?**

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

**Q: What are the system requirements to use the Online EDS?**

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plug-in version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plug-in free at <http://get.adobe.com/flashplayer>.

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: \_\_\_\_\_

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

(Number and Street)

(City)

(State)

(ZIP)

Specification #: 93030A

RFP: \_\_\_\_\_

Project #: \_\_\_\_\_

Contract #: \_\_\_\_\_

Description of Operation/Location

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				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: AThe 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  
Procurement Department  
121 N. LaSalle St., #403  
Chicago, IL 60602

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

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

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**For City use only**

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

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

## 14. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No. 93030A** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: \_\_\_\_\_  
(Print or Type)

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

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

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

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

ATTEST: \_\_\_\_\_  
(Corporate Secretary Signature)  
(Affix Corporate Seal)

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

Notary Public Signature \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## 15. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No. 93030A** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

### BUSINESS NAME:

\_\_\_\_\_  
(Print or Type)

### BUSINESS ADDRESS:

\_\_\_\_\_  
(Print or Type)

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

Registration Number: \_\_\_\_\_

#### SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: \_\_\_\_\_

(Signature)

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

(Print or Type)

Partner Signature: \_\_\_\_\_

(Signature)

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

(Print or Type)

Partner Signature: \_\_\_\_\_

(Signature)

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

(Print or Type)

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

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

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

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

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

The undersigned, hereby acknowledges having received **Specification No. 93030A** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

### SIGNATURE OF PROPRIETOR:

\_\_\_\_\_  
(Signature )

### DOING BUSINESS AS:

\_\_\_\_\_  
(Print or Type)

Business Address:

\_\_\_\_\_  
(Print or Type)

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

Registration Number:

\_\_\_\_\_  
(Print or Type)

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

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

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

17. PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No.** 93030A containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/Rfq), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

JOINT VENTURE NAME: \_\_\_\_\_  
(Print or Type)

JOINT VENTURE ADDRESS: \_\_\_\_\_  
(Print or Type)

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

Registration Number: \_\_\_\_\_

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE

(If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: \_\_\_\_\_  
(Signature )

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

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

ATTEST: \_\_\_\_\_  
(Joint Venture Secretary Signature)  
(Affix Joint Venture Seal)

OR  
Joint Venturer Signature: \_\_\_\_\_  
(Signature)

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

Joint Venturer Signature: \_\_\_\_\_  
(Signature)

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

Joint Venturer Signature: \_\_\_\_\_  
(Signature)

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

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

Notary Public Signature \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## 18. PROPOSAL ACCEPTANCE

**Contract No.:** \_\_\_\_\_

**Specification No.: 93030A**

**Vendor Name:** \_\_\_\_\_

**Total Amount (Value):** \_\_\_\_\_

**Fund Chargeable: 09 0C21 38 2005 2346 0161 & VARIOUS**

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

CITY OF CHICAGO

\_\_\_\_\_  
Mayor Date

---

Comptroller
Date

Chief Procurement Officer                      Date