

VENDOR NO: _____

CONTRACT (PO) NO: _____

SPECIFICATION NO.: 72686A

RFQ NO.: 3244

EMS CRITICAL CARE RESPONSE BUS

REQUIRED FOR USE BY CITY OF CHICAGO



DEPARTMENT OF FLEET MANAGEMENT

Fund Number: 008 OM05 59 2005 0450/and Various

Bid Deposit: None, Performance Bond: None, Drawings: None, Exhibits: 2

Information: Ahmad N. Nayamuth, Contract Administrator

Phone: (312) 744-9761, Fax: (312) 744-7679, E-mail: anayamuth@cityofchicago.org

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE

All signatures to be sworn to before a Notary Public

Bid must be sealed, delivered and received in the City of Chicago, Department of Procurement Services, Bid and Bond Room, City Hall, Room 301, 121 N. LaSalle Street, Chicago, Illinois, 60602 NO LATER than 11:00 a.m., Chicago Time on Monday, August 31, 2009. Bids will be read publicly. Bid package must be complete and returned in its entirety.

Issued by:

City of Chicago

Department of Procurement Services

Room 403, City Hall

121 North LaSalle Street

Chicago, Illinois 60602

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**EMS Critical Care Response Bus**" the specification number "**72686A**" and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

Richard M. Daley

Mayor

Montel M. Gayles

Chief Procurement Officer

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1. DEFINITIONS

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

"Attachments"	means all exhibits attached hereto and/or incorporated by reference herein;
"Business Day"	means business days (Monday through Friday, excluding Holidays) in accordance with the City of Chicago business calendar;
"Calendar Day"	means calendar days (Sunday through Saturday) in accordance with the world-wide accepted calendar
"Chief Procurement Officer"	refers to the Chief Executive Officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
"City"	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
"Commissioner"	refers to the Chief Executive Officer of the Department of Fleet Management}, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
"Contact Person"	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
"Contract Documents"	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
"Contract"	means this contract for EMS Bus, 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;
"Contractor"	refers to the person, firm, entity or corporation who is awarded this contract;
"Deliverables"	means any EMS Bus, documents, reports, information, etc. to be provided by the Contractor to the City;
"Delivery Location"	refers to the location where the product or service is to be provided by the Contractor;
"Department"	means the Department of Fleet Management, City of Chicago;
"Force Majeure Event"	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);
"Holidays"	means the following days in accordance with the City of Chicago; New Year's Day, Dr. Martin Luther King Jr. Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;

"Proposal"	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
"Reporting Formats"	means the appearance in which a report is submitted by the Contractor to the City;
"Services"	means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
"Subcontractor"	means any person or entity with whom the Contractor contracts to provide any part of the work, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;
"Work Site"	refers to the location where the work is to be performed by the Contractor.

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

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

2. GENERAL CONDITIONS

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

2.1. DOWNLOADABLE DOCUMENT

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

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

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

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

2.2. BID DEPOSIT

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

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

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

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

2.3. RETURN OF BID DEPOSIT

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

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

2.4. PREPARATION OF PROPOSAL

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

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

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

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

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

2.5. SUBMISSION OF PROPOSALS

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

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

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

2.6. WITHDRAWAL OF PROPOSALS

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

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

2.7. COMPETENCY OF BIDDER

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

The bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of performance ability and possession of necessary

facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

2.8. CONSIDERATION OF PROPOSALS

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

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

2.9. ACCEPTANCE OF PROPOSALS

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

2.10. PERFORMANCE BOND

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

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

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

2.11. FAILURE TO FURNISH BOND

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

2.12. INTERPRETATION OF CONTRACT DOCUMENTS

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

2.13. PRICE LISTS / CATALOGS

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

Before a contract can be awarded, the Contractor must submit copies of all current manufacturers or other accepted published price lists/catalogs indicated on the Proposal Page for use by the Department of Procurement

Services, Comptrollers Office and each participating department to facilitate audit of all invoices and sub-orders off the contract. The Contractor will be responsible for forwarding new price lists or supplements of latest revision to all participating City departments, the Comptrollers Office and Department of Procurement Services during the contract period.

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

2.14. TAXES

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

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

2.15. CONTRACTOR'S FINANCIAL STATEMENT

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

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

2.16. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

The order of precedence of the component contract parts shall 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. 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.

2.17. NOTICES

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

2.18. NON-DISCRIMINATION

A. Federal Requirements

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

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

B. State Requirements

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

C. City Requirements

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

2.19. INDEMNITY

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

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

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

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

To the extent permissible by law, Contractor waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820ILCS305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2nd 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute or judicial decision.

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

2.20. LIVING WAGE ORDINANCE

- 1) 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:
 - a) if the Contractor has twenty-five (25) or more full-time employees, and
 - b) 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
 - c) 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.
- 2) 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.
- 3) As of July 1, 2009, the Base Wage is \$11.03 per hour. Each July 1st, thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- 4) 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.
- 5) 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.

2.21. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

2.22. SUBCONTRACTORS

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

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

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

2.23. SUBCONTRACTORS WITH DISABILITIES

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

2.24. SUBCONTRACTOR PAYMENTS

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

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

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

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

2.25. 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.

2.26. MATERIALS INSPECTION AND RESPONSIBILITY

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

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

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

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

2.27. CASH BILLING DISCOUNT

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

2.28. AUDITS

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

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

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

2.29. PRICE REDUCTION

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

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

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

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

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

2.31. 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.

2.32. GOVERNMENTAL ETHICS ORDINANCE

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

2.33. DISCLOSURE OF OWNERSHIP

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

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

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

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

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

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

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

2.37. 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.

2.38. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

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

2.39. MACBRIDE PRINCIPLES ORDINANCE

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

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

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

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

2.40. 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.

2.41. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

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

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

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

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

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

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

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

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

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

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

Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific

circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

2.43. FEDERAL TERRORIST (NO-BUSINESS) LIST

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

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

2.44. COMPLIANCE WITH ALL LAWS

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

2.45. COMPLIANCE WITH ENVIRONMENT LAWS

General

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

Environmental

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

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

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

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

"Hazardous materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), chlorofluorocarbon (CFC) refrigerator gas, petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C § 136 et.seq.), and any hazardous waste, toxic or dangerous substance or related material, including any, material defined or treated as "hazardous substance," "hazardous waste," "toxic substance," or contaminant (or

comparable term) under any of the Environmental Laws. "Special wastes" means those substances as defined in 415 ILCS 5/3.45, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G, ch.1.

2.46. SEVERABILITY

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

2.47. FORCE MAJEURE EVENT

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

2.48. FALSE STATEMENTS

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

2.49. DEFAULT

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

2.50. DISPUTES

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

3. SPECIAL CONDITIONS

3.1. DOWNLOADABLE DOCUMENT

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

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

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

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

3.2. PERFORMANCE BOND

No Bond Required.

3.3. BASIS OF AWARD

The Chief Procurement Officer reserves the right to award a contract to the responsive and responsible bidder meeting specifications based on the lowest evaluated bid price.

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

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

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

3.4. CHICAGO BUSINESS PREFERENCE

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

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

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

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

3.5. CALCULATION OF MBE/WBE COMMITMENT

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

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

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

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.

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

3.6. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

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

- 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.

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

3.7. MODIFICATIONS AND AMENDMENTS

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

3.8. OPTION TO PURCHASE ADDITIONAL UNIT

The City reserves the right to purchase up to two (2) additional units at the same purchase price, terms and conditions within twelve (12) months following the award of this contract.

3.9. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

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

3.10. INVOICES

Invoices must be mailed to the Department of Fleet Management, 1685 N. Throop, Chicago, Illinois 60622, Attn: Edward Ebertsch. All invoices must be dated "originals," and must reference the City specification number, contract/purchase order number, and must be accompanied by Subcontractor Payment Certification forms. Invoice quantities, description of deliverable(s), unit of measures and pricing must correspond to the EMS Critical Care Response Bus quoted on the Proposal Pages.

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

3.11. ELECTRONIC ORDERING AND INVOICES

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

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

3.12. PAYMENT

The City will process payment within sixty (60) calendar days after receipt and acceptance of invoices and Subcontractor Payment Certification forms completed in accordance with the terms specified herein, the specified vehicles or equipment, any documents of title, warranty and certificate(s) and/or completed form(s) specified herein, and all supporting documentation necessary for the City to verify delivery and acceptance of the EMS Critical Care Response Bus.

The City will not be obligated to pay for any EMS Critical Care Response Bus if it is noncompliant with the terms and conditions of these Specifications.

3.13. PRE-DELIVERY, SERVICING AND ADJUSTMENTS

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

3.14. DELIVERY

The Contractor must deliver the specified vehicles, complete with all attachments and ready for use. Delivery must be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding Holidays. EMS Critical Care Response Bus must be delivered FOB City of Chicago, IL at the following address:

Department of Fleet Management, 1685 N. Throop Street, Chicago, IL 60622, Attn: Edward Ebertsch, Phone #: (312) 744-5229.

Delivery of the specified EMS Critical Care Response Bus must be completed within 240 days following the date of purchase order release.

The above noted "contact person" must be notified at least 48 hours prior to delivery of the specified EMS Critical Care Response Bus.

3.15. INSPECTION UPON DELIVERY

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

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

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

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

3.16. EQUIPMENT DEMONSTRATION

The City, at its option, reserves the right to request an equipment demonstration be conducted by the Contractor at a designated site in the Chicago area within 14 days after receipt of notice from the City to determine whether or not the proposed equipment meets all City requirements. Contractor will pay travel expenses for up to 3 City personnel in the event the site is located outside of the Chicago area. All costs related to the equipment demonstration must be borne by the Contractor. Failure of the Contractor to provide an equipment demonstration upon request will be grounds for rejecting the bid as being non-responsive.

3.17. TAX INCENTIVES

In the event that the vehicles purchased under this Contract utilize alternative-fuels, hybrid systems or alternative-technologies, Federal and State tax incentives may be available to offset the purchase cost. In such cases, these tax incentives must not be included in the Contractor's bid pricing. Rather, when allowed by the applicable tax regulations, tax incentives must be claimed by the Contractor on behalf of the City on a per order basis.

Prior to vehicle delivery, the Contractor must notify the Chief Procurement Officer in writing of all tax credits and other tax incentives allowable at the time of sale, with respect to each vehicle being delivered. All tax incentives,

whether available on a Federal or State basis, available for each vehicle being delivered must be furnished by the Contractor in the form of a check payable to the City of Chicago. Amount of reimbursement to the City must be 80 percent of the tax incentive amount. Tax incentive payments must be forwarded to the City within 10 calendar days of the vendor's next tax filing.

The Contractor is wholly responsible for complying with Federal and State tax regulations and procedures necessary to apply for and receive these tax incentives.

Failure of Contractor to reimburse the City for available tax incentives is an event of Default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.18. AVIATION SECURITY

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

3.19. AVIATION SECURITY BADGES

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

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

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

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

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

All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

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

3.20. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

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

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

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

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

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

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

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

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

3.21. AIRPORT PARKING RESTRICTIONS

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

3.22. OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.23. DEPARTMENT OF WATER MANAGEMENT SECURITY

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

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

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

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

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

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

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

- 1) Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- 2) At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- 3) All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- 4) All required City stickers and State Vehicle Inspection stickers must be valid.
- 5) Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- 6) Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

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

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

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

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

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

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

3.24. POLICE SECURITY

As part of Police operations and security, the Contractor must obtain from the Chicago Police Department, Security Badges, for each of its employees, Subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any City facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and

Subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

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

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

3.25. ACCEPTANCE

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

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

3.26. NON-APPROPRIATION

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

3.27. SOFTWARE LICENSES

Where applicable, the City reserves the right to negotiate licenses for software directly with the software supplier.

3.28. WARRANTIES AND REPRESENTATIONS

In connection with the execution of this contract, the Contractor warrants and represents that:

- (a) The Contractor is appropriately licensed under Illinois law to perform the work required under the contract; and
- (b) It is financially solvent; it and each of its employees, agents and subcontractors of any tier are competent to perform the services required under this contract; and the Contractor is legally authorized to execute and perform or cause to be performed this contract under the terms and conditions stated in this contract; and
- (c) The Contractor will not knowingly use the services of any ineligible Contractor or subcontractor for any purpose in the performance of its services under this contract; and
- (d) The Contractor and its subcontractors are not in default at the time of the execution of this contract, or deemed by the Chief Procurement Officer to have, within five years immediately preceding the date of this contract, been found to be in default on any contract awarded by the City of Chicago; and
- (e) The Contractor has carefully examined and analyzed the provisions and requirement of this contract; it understands that nature of the services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this contract; the contract is feasible of performance in accordance with all of its provisions and requirements and the

Contractor can and shall perform, or cause to be performed, the services in strict accordance with the provisions and requirements of this contract; and

- (f) The Contractor acknowledges that, except only for those representations, statements, or promises expressly contained in this contract, and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this contract or has been relied upon by the Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this contract; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this contract; (v) the general conditions which may in any way affect this contract or its performance; (vi) the compensation provisions of the contract; or (vii) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this contract, its negotiation, any discussions of its performance or those employed or connected or concerned with it; and
- (g) The Contractor acknowledges that the Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this contract before signing this contract in order that it might request inclusion in this contract of any statement, representation, promise or provision that it desired or on that it wished to place reliance. The Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this contract or else, if omitted, the Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this contract in its entirety without claiming reliance on it or making any other claim on account of its omission; and
- (h) Any certification, affidavit or acknowledgment made under oath in connection with this contract is made under penalty of perjury and, if false, is also cause for termination.

The Contractor, acting in good faith, may rely on written representations by its subcontractors regarding their status as to warranties and representations made pursuant to this Section.

3.29. EVENTS OF DEFAULT DEFINED

The following constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. The Contractor's material failure to perform any of its obligations under the contract including, but not limited to, the following:
 - 1. Failure to provide a satisfactory product and/or perform the services with sufficient personnel and equipment or with sufficient material to ensure the performance of the services due to a reason or circumstances within the Contractor's reasonable control;
 - 2. Failure to perform the services in a manner satisfactory to the City, or inability to perform the services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - 3. Failure to promptly re-perform within a reasonable time services that were rejected as erroneous or unsatisfactory;
 - 4. Discontinuance of the services for reasons not beyond the Contractor's reasonable control;
 - 5. Failure to comply with a material term of this contract, including but not limited to the provisions concerning insurance and nondiscrimination or compliance of procedures and services with the provisions concerning non-discrimination; and

- C. Any change in ownership or control of the Contractor without the prior approval of the Chief Procurement Officer.
- D. The Contractor's default under any other contract it may presently have or may enter into with the City during the life of this contract. The 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.

3.30. REMEDIES

The occurrence of any event of default may, at the sole option of the City, permit the City to declare the Contractor in default. The Chief Procurement Officer may give the 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. Whether to declare the 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 the Contractor written notification of the default and of any intention the Chief Procurement Officer may have to terminate the contract, and the decision is final and effective upon the Contractor's receipt, as defined in this contract, of such notice. Upon the giving of the notice as provided in this section, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this contract, whether completed or in the process, to the City. If the Chief Procurement Officer has declared a default, or if the Contractor has failed to cure a default within 30 calendar days after receipt of notice of it or, if the default cannot be reasonably cured within 30 calendar days after notice, the Contractor has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure, then, at such time the City may invoke any or all of the following remedies:

1. The right to take over and complete the services or any part of them as agent for the Contractor, either directly or through others.
2. 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.
3. The right of specific performance, an injunction or any other appropriate equitable remedy.
4. The right to money damages.
5. The right to withhold all or any part of the Contractor's compensation under this contract.
6. The right to deem the Contractor non-responsible in future contracts to be awarded by the City.
7. The right to cover, which includes the right to contract with another provider of such services, or similar services, including, but not limited to, any subcontractor, and hold the Contractor liable for any amounts paid for such services above what the City would have paid the Contractor for the same services.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate the contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the services despite one or more events of default, the 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 the 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, at 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 or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

3.31. COMPLIANCE WITH TERMS OF GRANT

Notwithstanding anything in this Agreement to the contrary, Contractor is subject to and must conform with all of the terms and conditions of the Grant Agreement as required by the Grant Agreement, which is attached as Exhibit 2 to this Agreement and incorporated by reference as if fully set forth here. In the event of any conflict or inconsistency between the terms set forth in this Agreement and the terms set forth in the Grant Agreement, the terms and provisions in the Grant Agreement take precedence over the terms and provisions in this Agreement, except to the extent that this Agreement contains provisions more favorable to the City, State of Illinois or federal government or onerous to Contractor. Contractor must not by action or omission cause the City to be in breach of the Grant Agreement.

3.32. TERMINATION

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

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

If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision in the General Conditions.

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

4. CONTRACTOR'S INSURANCE

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

4.1. CONTRACTOR'S INSURANCE REQUIREMENTS

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 insured's, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
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. Garage Liability
The Contractor must provide Garage Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
5. Property
The Contractor is responsible for all loss or damage to City property including the vehicles or equipment full replacement cost while in Contractor's care, custody and control.

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

4.2. INSURANCE CERTIFICATE OF COVERAGE

Named Insured:

Address: _____

(Number and Street)

(City)

(State)

(ZIP)

Specification Number: 72686A

RFQ Number: 3244

Project Description: EMS Critical Care Response Bus

Purchase Order Number:

(City)	(State)	(Year)	
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 ☐ Claims made ☐ Occurrence ☐ Premises-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed-Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
☐ Excess Liability ☐ Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

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

For City use only:

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

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

5.1. POLICY AND TERMS

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

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

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

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

- 3) This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the Contract.
- 4) 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.
- 5) The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

5.2. DEFINITIONS

- 1) **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- 2) **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

- 3) **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- 4) **"Area of Specialty"** means the description of a MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of its Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

- 5) **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s).

A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE/WBE ownership percentage.

- 6) **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

5.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

- 1) The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.
- 2) The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

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

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

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

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

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

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

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or readvertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

1. Direct/Indirect Participation

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

- a) The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - (i) A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - (ii) A listing of all MBE/WBE firms contacted that includes
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, transmittal of facsimile documents, etc.)

- (iii) Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

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

2) Assist Agency Participation

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

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

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

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

5.5. PROCEDURE TO DETERMINE BID COMPLIANCE

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

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

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

2) Letters of Certification.

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

3) Joint Venture Agreements.

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

4) Required Schedules Regarding DBE/MBE/WBE Utilization.

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 4.4. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the

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

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

5.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- 1) 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.
- 2) In the case of one (1) time procurements of supplies with either single or multiple deliveries to be performed in less than one (1) year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments will be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice. (NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.") Final payments may be held until the Utilization Reports have been received.
- 3) During the term of the contract, the Contractor will submit quarterly "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be in no case less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of contract award, and reports will be due quarterly thereafter.
- 4) MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Vendor Relations, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
- 5) The Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

5.7. MBE/WBE SUBSTITUTIONS

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

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

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

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

5.8. NON-COMPLIANCE AND DAMAGES

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

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

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

5.9. ARBITRATION

- 1) 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.
- 2) 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.
- 3) All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- 4) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

5.10. RECORD KEEPING

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

5.11. INFORMATION SOURCES

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

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

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

5.12. ATTACHMENT A - ASSIST AGENCIES

African American Contractors Association

2910 S. Wentworth, Suite 1F
Chicago, IL 60616
Phone: (312) 915-5960
Fax: (312) 567-9919

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

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

Asian American Alliance

222 W. Cermak Road, Suite 303
Chicago, IL 60616-1986
Phone: (312) 225-9320
Fax: (312) 326-0399
Web: www.asianamericanalliance.com

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607
Phone: (312) 563-0746
Fax: (312) 666-1785

Black Contractors United

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

Chicago Area Gay & Lesbian Chamber of Commerce

1210 W. Rosedale
Chicago, IL 60660
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Business Development Council, Inc.

1 East Wacker Drive, Suite 1200
Chicago, IL 60601
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.cmbdc.org

Chicago Urban League

220 S. State Street, 11th Floor
Chicago, IL 60604
Phone: (773) 451-3509
Fax: (773) 285-7772
Web: 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

Federation of Women Contractors

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

Hispanic American Contractors Industry Association (HACIA)

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

Illinois Hispanic Chamber of Commerce (formerly MACC)

111 W. Washington, Suite 1660
Chicago, IL 60602
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbbusiness.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

National Association of Women Business Owners

Chicago Chapter
330 S. Wells Street, Suite 1110
Chicago, IL 60606
Phone: (312) 322-0990
Fax: (312) 461-0238
Web: www.nawbochicago.org

**Rainbow/PUSH Coalition
International Trade Bureau**
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2728
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Black Contractors
848 Dodge Avenue, Suite 347
Evanston, IL 60202
Phone: (847) 359-5356
Fax: (847) 359-5367

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

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

Chicago Women in Trades (CWIT)
1455 S. Michigan Ave., 210
Chicago, IL 60605
Phone: (312) 942-1444 ext. 217
Fax: (312) 942-0802

**Coalition for United Community Labor Force
(CUCLF)**
2100 S. Indiana Ave. #218
Chicago, IL 60606
Phone: (312) 225-2085-86
Fax: (312) 225-6742

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621
Phone: (773) 471-2015
Fax: (773) 994-8233

Inner City Youth Foundation, Inc.
4500 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-2000
Fax: (773) 624-0894

Ralph G. Moore & Associates (RGMA)
211 W. Wacker Dr., Suite 1050
Chicago, IL 60606
Phone: (312) 419-1911, 7251
Fax: (312) 419-1918

South Shore Chamber, Incorporated
ABF Community Service Bldg.
1750 E. 71st Street
Chicago, IL 60649
Phone: (773) 643-1652
Fax: (773) 643-1657

Small Contractors Network (SCN)
1313 E. Sibley Blvd., Suite 200
Dolton, IL 60419
Phone: (708) 849-3100
Fax: (708) 849-3110

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301 Ext. 237
Fax: (312) 432-0077
Web: www.uno-online.org

West Side 2000
1029 S. May
Chicago, IL 60607
Phone: (312) 563-0565

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

On Bidder/Proposer's Letterhead
RETURN RECEIPT REQUESTED

(Date)

Specification No.: 72686A
Project Description: EMS Critical Care Response Bus

(Assist Agency Name and Address)

Dear _____:

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

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

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

Name of Company Representative

at

Address/Phone

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

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

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

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

Sincerely,

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

Specification No.: 72686A

Project Description: EMS Critical Care Response Bus

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

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

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

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

MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 1. Profit and loss sharing: _____
 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____ Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

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

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

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

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

- A. Joint venture check signing:

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

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

- D. Acquisition of lines of credit:

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

- F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date _____

Date _____

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

Names of affiants: _____,

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

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

Project Description: EMS Critical Care Response Bus
Specification Number: 72686A

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 (5) years.

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

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

\$ _____ %

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

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

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

Name /Title (Print)

Date

Phone

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

Project Description: EMS Critical Care Response Bus
Specification Number: 72686A

State of _____

County (City) of _____

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

Name of Bidder

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

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

I. Direct Participation of MBE/WBE Firms

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

- A. If bidder is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder as a MBE satisfies the MBE goal only. Certification of the bidder as a WBE satisfies the WBE goal only.)
- B. If bidder is a joint venture and one or more joint venture partners are certified MBEs or WBES, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$

Percent Amount of
Participation:

%

Schedule C-1 attached?

Yes _____ No _____ *

*(see next page)

2. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

3. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

4. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ * (see next page)

5. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: _____

\$ _____

Percent Amount of Participation: _____

_____%

Schedule C-1 attached? _____

Yes _____ No _____ *

*(see next page)

6. Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

A. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: _____

\$ _____

Percent Amount of Participation: _____

_____%

Schedule C-1 attached? _____

Yes _____ No _____ *

B. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Sch. C-1 attached? Yes _____ No _____ *

C. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Sch. C-1 attached? Yes _____ No _____ *

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 ten (10) business days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

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

_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %
MBE Indirect Participation (from Section II.)		
MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %
Total MBE Direct and Indirect Participation \$ _____		_____ %

B. WBE Proposal

WBE Direct Participation (from Section I.)		
WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %
WBE Indirect Participation (from Section II.)		
WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %
Total WBE Direct and Indirect Participation \$ _____		_____ %

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

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

Name: _____

Phone Number: _____

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

Signature of affiant: _____ Date: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name /s of person/s)

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

5.17. DBE/MBE/WBE UTILIZATION REPORT

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

Contract Administrator: _____ **Project Description:** EMS Critical Care Response Bus

Phone Number: _____ **Specification Number:** 72686A

Date of Award: _____ Contract Number: _____

Utilization Number: _____

STATE OF: (_____)

COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

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

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

(Address of Company) (Phone)

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

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

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

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ name/s of person/s)

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

6. DETAILED SPECIFICATIONS

6.1. SCOPE

The Contractor must furnish and deliver a new, current model, EMS Critical Care Response Bus as specified, F.O.B., City of Chicago, Department of Fleet Management, in accordance with all the terms and conditions of this specification.

6.2. AUTHORIZED DEALER / DISTRIBUTOR

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

6.3. TRADE NAMES

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

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

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

6.4. TRAINING/TECHNICAL ASSISTANCE

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

For each unit delivered, the Contractor must train Chicago Fire Department personnel in the proper, safe operation of the unit and any auxiliary items for a minimum of three shifts of personnel. This training will be conducted by professional certified instructors, at the Fire Department training facility.

In addition, the contractor must provide a 40 hour structured training program for service personnel. These mechanics must be trained in diagnostic and preventive maintenance procedures, general maintenance and repair along with systems reconditioning.

The vendor must furnish 4 vehicle training manuals and other multi media training aids to the Chicago Fire Department.

6.5. STANDARD PRODUCT

Experimental EMS Critical Care Response Bus's will not be acceptable. Any EMS Critical Care Response Bus which are not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for approximately one (1) year prior to the offering of this bid, will be considered experimental. The Chief Procurement Officer reserves the right to determine what constitutes experimental equipment.

Hybrids and/or combinations of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that the EMS Multi Patient Bus to be furnished has been commercially

available through the proposed manufacturer to the trade for a period of not less than approximately one (1) year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

6.6. GENERAL CONSTRUCTION

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

6.7. EQUIPMENT, COMPONENT AND DIMENSIONAL DATA

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

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

6.8. CLEAN AIR ACT

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

6.9. WARRANTY

The specified EMS Critical Care Response Bus and all mounted/furnished equipment must be warranted against defective design, material or workmanship for the minimum periods listed in the Detailed Specifications.

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

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

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

The Contractor must have factory warranty authorization, factory trained mechanics and adequate shop facilities, tools, parts and service facilities in the Chicago Metropolitan area (as determined by the City) to service the chassis in his own shop during the warranty period.

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

6.10. QUALITY CONTROL

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

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

The EMS Critical Care Response Bus furnished by the Contractor under this Specification must also comply with all applicable Federal OSHA, State of Illinois and local laws/acts, ordinances in effect at the time of delivery.

The EMS Critical Care Response Bus must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The EMS Critical Care Response Bus must be designed to permit accessibility to all major lubrication and maintenance points with minimal disturbance of other components or assemblies.

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

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

6.11. DESIGN AND CONSTRUCTION PRACTICES

The EMS Critical Care Response Bus and any/all assemblies, subassemblies, component parts, etc., must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Where applicable, the vehicles or equipment must conform to the standards established by Military Specifications, the Society of Automotive Engineers or the Federal Motor Safety Standards. Assemblies, sub-assemblies, component parts, etc., must be standard and interchangeable throughout the entire quantity of units purchased under this document. Assemblies, sub-assemblies, component parts, etc., that are obsolete or approaching obsolescence due to material, design changes or improvements will

not be acceptable, and will be subject to replacement with current assemblies, sub-assemblies, component parts, etc.

The EMS Critical Care Response Bus furnished by the Contractor under this Specification must also comply with all applicable Federal OSHA, State of Illinois and local laws/acts, ordinances in effect at the time of delivery.

The EMS Critical Care Response Bus must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The EMS Critical Care Response Bus must be designed to permit accessibility to all major lubrication and maintenance points with minimal disturbance of other components or assemblies.

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

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

6.12. MANUALS, CERTIFICATES, APPLICATIONS, ETC.

All manuals must be provided in English. Two (2) operator's manual must be provided with each vehicle purchased. All manuals must be delivered with the corresponding vehicle upon delivery of the vehicle to the Department of Fleet Management facility.

In addition, the Contractor must provide two complete maintenance manual sets for each vehicle in paper or CD format. For purposes of these specifications, a set of maintenance manuals must include 1 complete "parts" manual, 1 "technical service" manual, service and parts manuals for all auxiliary equipment. It is understood that the parts and service manuals must cover the scope of all engines, transmissions, powertrains and brake anti lock systems at minimum and other systems as built on the units.

A complete set of electrical and air systems troubled shooting guides for the complete apparatus must be provided.

A complete set of "as built " air system diagrams, wiring diagrams, hydraulic systems diagrams and a line sheet for the apparatus must be supplied. An " as built" diagram must include all components which create a complete system as installed on the unit the diagrams correspond to. The diagrams must include manufacturer part numbers for all components and sub-assemblies used in the construction of the apparatus.

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

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish the Department of Fleet Management, attention Edward Ebertsch, 1685 N. Throop street, Chicago, IL 60642 with the following items for each unit being delivered: Certificate of Origin and line-set sheet; Odometer Statement (in addition to odometer disclosure on Certificate of Origin), and applicable warranty certificate(s).

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

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

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

6.13. MEETINGS AND INSPECTIONS

A Contract award conference will be held at the Fleet Management / Fire Department facilities at 1685 N. Throop Street, Chicago Illinois 60622 prior to construction of the apparatus cab / chassis and or apparatus body. This meeting must be attended by the contractor's technical representatives to view the present apparatus and to discuss construction techniques and particular component placement. The Contractor representatives must have the full authority to provide binding decisions on the Contractor's behalf.

For each purchase order a cab & chassis pre-construction Conference will be held prior to the apparatus cab and chassis construction. This conference will be held at the facility of the cab and chassis manufacturer. Three representatives of the Chicago Fire Department and Three representatives of the Department of Fleet Management will attend this conference. The conference must consist of a minimum of 8 hours or longer as needs dictate. The meeting must also provide for a Cab / Chassis pilot model inspection with which the City Representatives will review the cab/chassis unit for compliance to specifications. The expense of appropriate travel, lodging and meals for this conference must be borne by the successful bidder.

For each purchase order An Apparatus Body Pre - Paint Conference must be held during to the construction of the apparatus. This conference must be held at the facility of the apparatus body manufacturer. Three representatives of the Chicago Fire Department and three representatives of the Department of Fleet Management will attend this The conference must consist of a minimum of eight hours or longer as needs dictate. The expense of appropriate travel, lodging and meals for this conference must be borne by the successful bidder

Apparatus Final inspection visit must be made prior to the Apparatus being shipped. Three representatives of the Chicago Fire Department and Three representatives of the Department of Fleet Management will attend this inspection. The expense of appropriate

For purpose of travel expenses, travel to and from the meetings by Chicago Fire Department and Fleet Management personnel shall be by automobile up to a maximum of 200 road miles from the Fleet Management Facility at 1685 N. Throop Street, Chicago, Illinois. If travel is required in excess of 200 road miles, the Department personnel must travel by commercial airlines with a 14 day notice prior to the meeting date.

Final acceptance will be at the Fleet Management facility at 1685 N. Throop St. Chicago, Illinois after delivery and Chicago Fire Department testing.

6.14. LITERATURE / DATA

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

Detailed 3-view drawing of the proposed cab/chassis, listing dimensions including BBC, WB, CA, OAH, etc.

Manufacturer's published literature for all major chassis components, i.e., engine, transmission and brakes.

Verifiable engine power curve, fuel consumption curve and engine/transmission compatibility information.

Manufacturer's published literature for the proposed body.

Detailed multiple-view drawings of the proposed body. Drawings must be "D" size and be produced by the body manufacturer and signed by the apparatus body manufacturer's chief engineer. Generic drawings and/or drawings of "similar or like apparatus" are not acceptable.

An outline indicating the overall length, width, height, wheelbase, turning radius, angle of approach and angle of departure of the proposed finished apparatus.

All compartment sizes, individual axle loads and estimated fully loaded weight of the apparatus.

6.15. INTENT

- 6.15.1. It is the intent of these specifications to cover the furnishing and delivery of a complete EMS Critical Care Response Bus, equipped as here in after specified. These specifications will cover the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Apparatus proposed by the bidder must meet the requirements of the National Fire Protection Association (NFPA) as stated in current Pamphlet 1901 and GSA KKK – A- 1822E. The complete apparatus must comply with any and all Federal, State, DOT and local regulations, standards and laws governing commercial vehicles as well as fire apparatus.
- 6.15.2. It is the intent of these specifications to procure an apparatus with a maximum overall length of 480". The vehicle must provide the required cubic feet of compartment space with the required dimensions as described.
- 6.15.3. Actual total overall length of apparatus: _____
- 6.15.4. It is the intent of these specifications to procure an apparatus with a maximum overall unloaded travel height of 132".
- 6.15.5. Actual overall unloaded travel height of apparatus: _____
- 6.15.6. It is the intent of these specifications to procure an apparatus with a maximum overall width of 96", excluding the outside rear view mirrors.
- 6.15.7. Actual overall width of apparatus excluding outside mirrors: _____
- 6.15.8. Design of the apparatus must embody the latest approved automotive engineering practices. The workmanship must be of the highest quality in its respective field. Construction must be rugged, and ample safety factors must be provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements". Welding must not be employed in the assembly of the apparatus in a manner that will prevent the ready removal of any component part for service or repair. All steel welding must follow American Welding Society D 1.1 - 96, recommendations for structural steel welding. All aluminum welding must follow American Welding Society and ANSI D1.2-96, requirements for structural welding of aluminum. Flux core arc welding must use alloy rods, type 7000, American Welding Society standards A5.20-E70T1. The manufacturer must have an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

6.16. BID LINE #1

PERFORMANCE STANDARDS, TESTS AND REQUIREMENTS

- 6.16.1. Design of the apparatus must embody the latest approved automotive engineering practices. The workmanship must be of the highest quality in its respective field. Construction must be rugged, and ample safety factors must be provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements". Welding must not be employed in the assembly of the apparatus in a manner that will prevent the ready removal of any component part for service or repair. All steel welding must follow American Welding Society D 1.1 - 96, recommendations for structural steel welding. All aluminum welding must follow American Welding Society and ANSI D1.2-96, requirements for structural welding of aluminum. Flux core arc welding must use alloy rods, type 7000, American Welding Society standards A5.20-E70T1. The manufacturer must have an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.
- 6.16.2. Materials not specifically covered by this specification or applicable referenced specifications or standards must be of the best quality currently used in commercial practice for vehicle fabrication.

- 6.16.3. The use of dissimilar metals in contact with each other must be avoided. Metal plating or spraying of dissimilar base metals to provide similar or suitable abutting surfaces is permitted. The use of dissimilar metals separated by suitable insulating material is permitted.
- 6.16.4. Materials that are subject to deterioration when exposed to weather and operational conditions normally encountered during service must be protected against such deterioration in a manner that will in no way prevent compliance with the performance requirements. Protective coatings that are known to chip, crack, or scale with age or extremes of climatic conditions or on exposure to heat must not be used.
- 6.16.5. The controls and special features required to provide safe operation of the truck and to meet the specified performance requirements must be identified and shown in photos or drawings, which should be submitted with the bid. The parts must be of such size, material, and strength so as to sustain the allowable loads imposed upon them during operation. The truck must be constructed so that parts will not work loose in service.
- 6.16.6. All liquids, including firefighting agents, coolants, and lubricants, must not spill or leak under any operational condition, including longitudinal and side slope operations required by the specifications. All components must be built and mounted to withstand the strains, shocks, vibrations, and other detrimental conditions incident to operation, maintenance, shipping, and storage.
- 6.16.7. Disconnect plugs, receptacles, junction boxes, bus bars, and multiple line connectors must be utilized in the electrical system, as well as readily attachable and detachable fittings in the hydraulic and pneumatic systems, as applicable, with all disconnect points clearly indicated.
- 6.16.8. Pilots, guides, slides, carriages, and other features which add significantly to the ease of removal and installation or attachment of components or parts must be utilized.
- 6.16.9. Quick disconnect fastenings must be utilized on all cover plates which must be removed for component adjustment or for component or part removal.
- 6.16.10. Standard commercial lubricants must be used. Grease and oil seals must be designed and located to provide accessibility for inspection, servicing, and replacement. Panels which must be opened for access to lubrication points must be hinged. Lubrication fittings must be located in accessible, protected positions.
- 6.16.11. Extended fittings must be provided to lubricate parts or assemblies which are not readily accessible for direct lubrication or which are likely to be overlooked because of inaccessibility. Each manufacturer installed filler cap must be attached to its respective filler neck with a safety chain to prevent loss, unless the cap is also part of a dipstick.
- 6.16.12. The apparatus, when fully equipped and loaded, must have not less than 25% nor more than 50% of the weight on the front axle, and not less than 50% nor more than 75% on the rear axle.
- 6.16.13. The apparatus must be capable of accelerating to 35 MPH from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.
- 6.16.14. The service brakes must be capable of stopping a fully loaded vehicle in 35 feet at 20 MPH on a level concrete highway. The air brake system must conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.
- 6.16.15. The apparatus, fully loaded, must be capable of obtaining a speed of 65 MPH on a level concrete highway with the engine not exceeding its governed RPM.
- 6.16.16. The apparatus must meet the specified road performance requirements of this specification at an elevation of 2,000 feet above sea level.
- 6.16.17. A road test must be conducted, with the apparatus fully loaded, for a minimum continuous run of ten miles, made under all driving conditions. During the test, the apparatus must show no loss of power or

overheating. The transmission, driveshaft (or shafts) and rear axles must run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, must not exceed either GAWR or GVWR of the vehicle.

- 6.16.18. Weight distribution must not load the vehicle in such a manner as to exceed any individual axle rating, spring, or spring hanger rating or tire rating. Axles must carry weight distribution as per S.A.E. axle loading recommendations.
- 6.16.19. Certified individual axle weight readings as well as total weight must be furnished with each apparatus upon final delivery.
- 6.16.20. In the event the apparatus fails the tests required by the any applicable standards on the first trials , a second trial may be made at the option of the Contractor within thirty days of the date of the first trials. Such trials must be final and conclusive, and failure to comply with these requirements a second time will be cause for rejection of the apparatus.
- 6.16.21. Permission to keep or store the apparatus in any building owned or occupied by the City of Chicago during the specified period, with the permission of the bidder, must not constitute acceptance. Insurance covering loss, theft, or liability must remain the responsibility of the bidder until formal acceptance is completed.
- 6.16.22. All fuel and hydraulic hose must be resistant to oil, gasoline, diesel fuel and heat.

6.17. FACTORY AUTHORIZED SERVICE FACILITY

- 6.17.1. The Contractor must maintain a factory authorized service center within approximately 50 road miles of the Department of Fleet Management Maintenance Facility, 1685 N. Throop Street., Chicago, Illinois. The unit manufacturer or an authorized local vendor, approved by the City of Chicago, must operate this service center. There must be an established relationship between the service facility and the unit manufacturer. Adequate indoor heated facilities, with a minimum of two factory-trained technicians, must be provided. A minimum of one mobile service unit must be available to perform repairs. The subcontracting of service center work to truck repair agencies or freelance mechanics is not acceptable.

6.18. REPLACEMENT PARTS

- 6.18.1. Contractor must maintain a stock of routinely needed parts at an authorized service facility, located within approximately 50 road miles of the Department of Fleet Management Facility, 1685 N. Throop Street., Chicago, Illinois.
- 6.18.2. The City of Chicago reserves the right to reject bidders who cannot produce evidence that they can promptly furnish spare parts needed for service or repair of the unit herein specified.

6.19. APPROVAL DRAWINGS

- 6.19.1. Drawings for approval and blue prints with all details thereon must be furnished after the pre-construction conference and before construction of the apparatus begins. The engineering drawings must be drawn to scale and representative of the bid unit after the pre-construction conference clarifications are incorporated. Views of both sides as well as front, back and top must be shown. Generic drawings are unacceptable.
- 6.19.2. The Chicago Fire Department and Department of Fleet Management will make every endeavor to correct the approval drawing and blue prints before it is returned. However, if a variation or an omission between the approval drawing and the written specifications is discovered, the City of Chicago written specifications will prevail

6.20. SPECIAL TOOLS

- 6.20.1. Where there are special tools manufactured or designed by the contractor for or by the manufacturer and are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools must be provided with each of the apparatus.

6.21. CHASSIS

- 6.21.1. The apparatus chassis must be a specifically designed forward steer, front engine transit bus chassis with no extended hood.

6.22. FRAME

- 6.22.1. The chassis frame must be a steel channel bolted to the cross members.
- 6.22.2. The frame must be ladder type, must be heat treated with a minimum 60,000 PSI yield strength.
- 6.22.3. Each rail must be a minimum 10.125" web with minimum 3.062" flanges having a minimum .312 thickness, and a resisting bending moment (RBM) of 748,000lb-in.

6.23. FRONT BUMPER AND TOW HOOKS

- 6.23.1. The apparatus must be equipped with a heavy duty front bumper.
- 6.23.2. The bumper must be a one piece, minimum 1/4" thick steel bumper, with a minimum 9" height.
- 6.23.3. The bumper must be supported by a steel support structure which is bolted to the front frame extension.
- 6.23.4. The apparatus must be equipped with a heavy duty rear bumper.
- 6.23.5. The bumper must be a one piece, minimum 3/16" steel bumper, with a minimum 12" height.
- 6.23.6. The bumper must be constructed to extend 10" out from the rear of the unit and overlaid with NFPA step type treadplate.
- 6.23.7. The apparatus must be equipped with frame mounted front and rear tow hooks.

6.24. FRONT AXLE

- 6.24.1. The front axle must have a minimum GAWR of 14,000 pounds.
- 6.24.2. Oil seals must be provided on the front axle.
- 6.24.3. Heavy duty telescoping shock absorbers must be provided on the front axle.

6.25. REAR AXLES

- 6.25.1. The rear axle must be a single axle assembly, with a minimum capacity of 23,000 pounds.
- 6.25.2. Axle ratio must be selected to meet the top speed of 65 to 67 MPH, and gradeability requirements.
- 6.25.3. Oil seals must be provided on the rear axles.

6.26. FRONT SUSPENSION

- 6.26.1. Front springs must be heavy duty, taper leaf design, having a minimum ground rating of 6,600 pounds each side.

6.27. REAR SUSPENSION

- 6.27.1. Rear suspension must be a heavy duty, regular production air ride type suspension, with a rated capacity to meet GVWR + 10% safety factor.
- 6.27.2. All grease fittings must be 90° type, turned down for ease of access.
- 6.27.3. The suspension must be equipped with a dump valve for easy of loading and unloading patients.

6.28. ANTI-LOCK BRAKE SYSTEM

- 6.28.1. The vehicle must be equipped with an anti-lock braking system.
- 6.28.2. The electronic ABS system must monitor and control wheel speed during braking. The system must be divided in two circuits or diagonals to control specific areas of the vehicle. Diagonal 1 must control the right front and left rear wheels. Diagonal 2 must control the left front and right rear wheels.

6.29. BRAKE SYSTEM

- 6.29.1. The service brake system must be full air type.
- 6.29.2. Front brakes must be s-cam type with automatic slack adjusters.
- 6.29.3. Rear brakes must be s-cam type with automatic slack adjusters.
- 6.29.4. Air compressor must be Bendix "TRU-FLO ", with 13.2 cubic feet per minute output.
- 6.29.5. Air dryer must be Bendix AD-9, heated, with automatic moisture ejector.
- 6.29.6. An air pressure gauge must be cab - mounted, with a red warning light and an audible alarm that activates when air pressure falls below 60 PSI.
- 6.29.7. An "MGM" spring-set parking brake system must be provided.
- 6.29.8. A "Parking Brake On" indicator light must be installed on the instrument panel.
- 6.29.9. Color-coded nylon brake lines must be provided. The lines must be wrapped in a heat protective loom in areas where they are potentially exposed to heat.
- 6.29.10. A "Gast", dual piston, on board 110 V air compressor, with appropriate pressure switch and check valves, must be furnished and installed in a protected, adequately ventilated area. The compressor must be wired to the auto-eject shoreline. To prevent moisture from entering the chassis air system, the compressor must be connected to the inlet of the chassis air dryer through a check valve.
- 6.29.11. One Air Brake Glad hand fitting to allow external air line to be attached to the bus.

6.30. STEERING SYSTEM

- 6.30.1. The steering gear must be a TRW "Model TAS-65" full time, integral power unit, with the main power piston contained in the steering gear. The steering system must meet the minimum requirements as engineered by the chassis manufacturer.

- 6.30.2. The steering system must have a minimum rating of 14,000 pounds.
- 6.30.3. The steering system must operate with an equal number of steering wheel turns from center in either turning direction.
- 6.30.4. The steering wheel must be capable tilting and telescoping.

6.31. TIRES AND WHEELS

- 6.31.1. The front tires must be Goodyear radials, 11R x 22.5, 14 ply "All Position", tread.
- 6.31.2. The front tires must be mounted on 22.5" x 8.25" steel disc-type wheels, with 10 mounting holes on an 11.25" bolt circle.
- 6.31.3. The rear tires must be Goodyear radials, 11R22.5, 14 ply "Traction", tread.
- 6.31.4. The rear tires must be mounted on 22.5" x 8.25" steel disc-type wheels, with 10 mounting holes on an 11.25" bolt circle.

6.32. ENGINE

- 6.32.1. The chassis must be powered by a six cylinder turbo charged diesel engine.
- 6.32.2. The engine must produce a minimum 255 HP @ 2300 rpm.
- 6.32.3. The engine must produce a minimum of 660 foot pounds of torque @ 1400 RPM.
- 6.32.4. The engine must be equipped with a dry type air cleaner element system.
- 6.32.5. Engine oil filters must be approved by the engine manufacturer, spin on, full flow and bypass lube oil filters.
- 6.32.6. A dash mounted air restriction gauge must be provided.
- 6.32.7. The engine must be equipped with a thermostatically controlled Fan system
- 6.32.8. The engine starter must be a Delco Remy 12 V model # 39MT, with over crank protection and thermal protection controlled by a dash mount rocker switch
- 6.32.9. The engine must be provided with an alternator with a rated output of 320 A as measured by SAE –J-80. The alternator must meet NFPA 1901, current edition requirements for performance.

6.33. EXHAUST SYSTEM

- 6.33.1. The exhaust system must be constructed from minimum 6" diameter.
- 6.33.2. The exhaust must exit on the curb side rear of the rear axle.
- 6.33.3. A heat deflector shield must be provided where the tail pipe is routed under any side compartmentation.

6.34. IDLE CONTROL

- 6.34.1. high idle switch must be provided inside the cab, on the instrument panel, which will automatically maintain a preset engine RPM. A switch must be installed at the cab instrument panel for activation/deactivation.

- 6.34.2. The high idle must be operational only when the parking brake is on and the truck transmission is in neutral.

6.35. COOLING SYSTEM

- 6.35.1. Gates or Goodyear rubber hose must be used for all engine coolant lines installed by the chassis manufacturer.
- 6.35.2. Hose clamps must be stainless steel "constant torque" type to prevent coolant leakage. Clamps must react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hoses.
- 6.35.3. The complete cooling system, including the radiator, must meet or exceed NFPA
- 6.35.4. cooling system standards.
- 6.35.5. Cooling system capacity must exceed all cooling requirements specified by the engine manufacturer under all truck operating conditions.
- 6.35.6. Cooling system must incorporate a built-in low coolant sight glass and an electronically controlled low coolant display mounted on the instrument panel.
- 6.35.7. An integral surge and de-aeration tank must be provided to optimize the cooling system for all operating conditions.
- 6.35.8. The cooling system must be designed to maintain pressure at 9 PSI for maximum dissipation.
- 6.35.9. A drain valve must be located at the lowest point of the cooling system and at other points to permit complete flushing of the coolant from the system.
- 6.35.10. Cooling air must be drawn in by a heavy-duty fan, shrouded by recirculation shields that permit only fresh cool air through the radiator.
- 6.35.11. Radiator must be mounted in a manner to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground.
- 6.35.12. Radiator core must be compatible with commercial antifreeze solutions.
- 6.35.13. Cooling system must exhibit rapid warm-up without use of radiator shutters.

6.36. FUEL SYSTEM

- 6.36.1. A 100-gallon fuel tank must be provided, mounted at the rear of the chassis. The tank must be constructed of 12 GA hot rolled steel. Tank must be equipped with baffle partitions and a vent.
- 6.36.2. A .75" drain plug must be provided in a low point of the tank for drainage.
- 6.36.3. A fill inlet must be located on the driver's side of the body, covered with a hinged, spring loaded, door that is marked "Diesel Fuel Only".
- 6.36.4. A .50" diameter vent must be provided running from top of tank to just below fuel fill inlet.
- 6.36.5. The tank must meet FMVSS-301 requirements, including a fill capacity of 95% of tank volume.
- 6.36.6. All fuel lines must be provided as recommended by the engine manufacturer.

- 6.36.7. A Raycor "Model 490RP-12-30" heated fuel water separator must be installed, with a water sensor light and spin on filter element with manual primer pump.
- 6.36.8. All fuel lines and sending unit wiring must have a minimum of 18" service loop to allow for the removal of the tank when necessary.

6.37. TRANSMISSION

- 6.37.1. An Allison "Model 3000 EVS" electronic, torque converting, automatic transmission, with 3000PTS electronic controls, must be provided.
- 6.37.2. Two PTO openings must be provided, one located on the left side and one at the top of converter housing (8 o'clock and 1 o'clock positions).
- 6.37.3. A transmission temperature gauge, with red light and audible alarm, must be installed on the cab instrument panel.

6.38. DRIVELINE

- 6.38.1. Drivelines must be constructed from heavy duty metal tube, and must be equipped with Spicer "1810" universal joints.
- 6.38.2. Drive shafts must be dynamically balanced before installation.
- 6.38.3. A splined slip joint must be provided in each drive shaft. Slip joint must be coated with "Glide Coat" anti-seize lubricant.
- 6.38.4. The drive train must be protected with a safety guard.

6.39. CAB

- 6.39.1. Construction of the cab must consist of .125" Aluminum # 5052, with extruded aluminum framing.
- 6.39.2. A curved safety glass windshield design must be provided. The windshield can be either single or multi piece.
- 6.39.3. The cab windshield must have trim inserts in the rubber molding to hold the glass in place.
- 6.39.4. All cab glass must be tinted.
- 6.39.5. Padded vinyl sun visors must be provided above the windshield, right and left.
- 6.39.6. Two electric windshield wipers with washer must be provided, meeting FMVSS and SAE requirements.
- 6.39.7. The cab dash fascia must be wraparound design to provide easy access of controls.
- 6.39.8. The engine hood must be insulated for protection from heat and sound.
- 6.39.9. The headliner must be installed in both forward and rear body sections. Headliner material must be solid steel, securely fastened to the interior ceiling.
- 6.39.10. The cab must be equipped with a heater and defrost system. The system must be a minimum 90,000 btu with ducting to provide heat to the driver and rear area of the bus. The system must be equipped with heater shut off valves.

- 6.39.11. The bus must be equipped with heated, lighted remote controlled side view mirrors. The upper glass to be 7 inch x 9.75 inch minimum with a spot mirror with a minimum of 6 inch diameter.
- 6.39.12. Drivers window must be split window transit style with tempered tinted glass and latch.
- 6.39.13. Large transit style window with "T" sliding opening at top must be located directly behind paramedics station.
- 6.39.14. One small transit style window with "T" sliding opening at top must be located directly behind the front attendant just behind the entrance door.
- 6.39.15. One single transit style window with "T" sliding opening must be located behind each of the rear most attendants one on each side of the bus.
- 6.39.16. No windows are to be installed in the mid-section of the bus.
- 6.39.17. One Magnum air operated high back driver's seat with side armrest and seat belt. Seat will move aft and fore, up and down. Seat must also have air operated lower lumbar support. Transit black color.
- 6.39.18. Openings must be provided for access to the following components: Engine access door for servicing, engine oil, transmission fluid and power steering fluid without removing the engine cover. Left and right front hinged panels for access to wiper motors, heater filters, washer reservoir, and electrical components. Center front access panel door - removable without tools to access the radiator.

6.40. BODY DESIGN

- 6.40.1. The body must be designed and constructed to transport 14 stretcher patients and 6 seated attendants, in a safe and comfortable manner. The body must be constructed in accordance with the best practices of the industry, and must conform to all applicable laws, regulations, and standards.
- 6.40.2. The body must be built upon the specified chassis to form a rigid, durable, integral unit. Body structure must be produced from formed steel channels, which meet all applicable federal regulations.

6.41. BODY CONSTRUCTION AND MOUNTING

- 6.41.1. The body must be constructed with a bow frame type support structure, extending to the floor line. Bow frame assembly must consist of 14 GA hat section bows. Each bow frame must be a one-piece, continuous rolled channel hat section, 1-7/8" deep, mounted on 27" centers to provide roll-bar type protection.
- 6.41.2. One piece roof panel must be 20 GA zinc coated steel, riveted to each flange of the body bow frame. Roof must be sealed to prevent leaks. The roof must be reinforced with two 16 GA crash rails, riveted through the roof and into the roof bows.
- 6.41.3. Exterior body (side) panels must be produced from 20 GA steel, double riveted to the body bow frames. Skirt must be a minimum of 16" from the bottom of the floor to the bottom of the skirt.
- 6.41.4. The body must be securely mounted to the chassis frame to prevent shifting. Mounting brackets must utilize hardened bolts. Reinforced rubber mounting pads must be placed where necessary to cushion the body from shock and vibration.
- 6.41.5. The floor must be constructed of 14 ga. Galvanized steel C Channels forming a I beam cross member on 9 inch centers equal to a 10 ga. Thickness and extend the I length of the body. Cross members must extend the width of the body with exception of the wheel well area.

- 6.41.6. All floor cross members must be welded to a 14 ga. Steel floor channel bumper extending completely around the outside perimeter of the floor construction. The bumper must be welded at each point of intersection with body bow.
- 6.41.7. The floor substructure must be overlaid with a 5/8 inch thick marine grade plywood over lay.
- 6.41.8. The floor covering must be a Altro Chroma 2.7 mil. Series flooring. The flooring must be glued in place utilizing a commercial flooring adhesive and covered up the side walls a minimum of 8 inches. Color to be determined at the pre-construction meeting.
- 6.41.9. All step well areas must be covered with the material utilized on the main floor area.
- 6.41.10. One "Transpec" triple combination roof hatch/ventilator unit must be installed in the body roof in a suitable location; 16" x 16" approximate size. A static-type exhaust ventilator must also be installed in a "low pressure" area of the front roof.
- 6.41.11. All wheel openings must be protected by rubber fenderettes which extend approximately 1½" outboard from the body side walls.
- 6.41.12. Rubber mud flaps with reinforced mud guards must be mounted to the body behind the front and rear tires.
- 6.41.13. The body must be equipped with drip rails the entire length of both sides at the roof panel area.
- 6.41.14. The rear of the body must be protected by a 3/16" formed steel bumper; 12" minimum channel height. The bumper must extend the full width of the body, and wrap around the rear corners. Bumper must be mounted to the chassis frame, and braced with heavy gauge steel.
- 6.41.15. The ceiling, side walls and rear panels must be insulated with a minimum 1 ½ inch thick blanket type fiberglass insulation. The insulation must be fire-resistant type approved by Underwriters Laboratories.

6.42. DOORS AND STEPS

- 6.42.1. One electrically operated, outward opening service door must be installed on the curb side of the bus. One must be installed towards the front of the bus. Door must be equipped with safety latches to prevent accidental opening.
- 6.42.2. Door control mechanisms must be located overhead of the door, concealed behind a removable panel. Doors must seal against a stationary rubber edge.
- 6.42.3. Doors must be clear of the stepwell when closed. Vertical closing edges must be equipped with flexible material.
- 6.42.4. Door hinges must be greaseable type. Doors must be equipped with padding at the top edge of the door opening. The pad must be 3" wide x 1" thick, extending the full width of the door opening.
- 6.42.5. The step wells must be formed from heavy gauge stainless steel, and must include 3 steps, unobstructed by the engine cover or other components. Step risers must be 8.5" ±½". A vehicle brake and throttle interlock system must be activated by use of the side doorways.
- 6.42.6. A rear entry must be installed at the rear of the bus, in the center aisle. Minimum door dimensions must be 36" wide x 70" high. The entry door must be a split upper type with pneumatic shocks to hold the top portion of the door in the open position for patient loading. The lower door must be equipped with a locking mechanism that locks the door in the open position while loading and unloading patients. Lower door must be equipped with a window.

6.43. INTERIOR CABINETS AND EQUIPMENT

- 6.43.1. Bus must have a solid wall partition behind driver and behind entrance door extending toward center aisle with either a door which closes or a curtain which slides to keep lighting from rear patient area from getting in to driver's area.
- 6.43.2. The bus must be equipped with two stainless steel over head grab rails mounted left and right side, the full interior length of the body
- 6.43.3. Stretchers must be carried into the vehicle and set into the sliding stretcher tray assembly. The sliding stretcher tray assemblies are then slid into place and locked with locking pins at the foot and head area of each assembly. Locking pins must eliminate any horizontal movement of the patient stretcher tray assembly. The stretcher tray assembly must have a vertical elimination bracket on each end of the assembly to prevent the stretcher from moving in a vertical movement after the stretcher has been stowed.
- 6.43.4. Stretcher Mounting System must be mounted in a "stacked assembly" method. Two stretchers receiver tray assemblies must evenly spaced from above floor level to approximately 58" off the floor. A half depth shelving area must be provided above the stretchers.
- 6.43.5. Each patient position must have a stainless steel sliding stretcher tray assembly to prevent any body fluids from falling on the patient below. Tray must slide in and out on all sides of the stretcher tray assembly shall slope toward the patient's feet area where a drain plug and discharge cleanout connection is located. Two removable stainless steel mid-stretcher support braces must be supplied for each stretcher to give added support to the center section of the patient's stretcher when the stretcher is in the stowed position.
- 6.43.6. The two rear most, lower lock downs must be capable of securing and mounting a Stryker Power-Pro stretcher in each location. Two Stryker Power-pro stretchers must be provided in the unit.
- 6.43.7. Three 21" wide stainless steel storage compartments with slide out drawers must be located under each of the single attendant seats except the attendant seat by the front entrance door which will have no storage compartment.
- 6.43.8. Two large stainless steel storage compartments approximately 36 inch wide each with slide out drawers must be located under the first set of stretchers behind the entrance door.
- 6.43.9. One large stainless steel storage compartment approximately 43 inch wide with slide out drawers shall be located under the two attendant seats located over the generator compartment.
- 6.43.10. One stainless steel Paramedics station with two pull out drawers and one roll up door storage area must be located immediately behind the driver's area, one refrigerator compartment with additional medical storage compartment above must be located just in front of generator compartment and attendant seating.
- 6.43.11. One Medical equipment monitoring station compartment located directly adjacent to paramedic's station.
- 6.43.12. All interior storage compartments must be constructed of laminated wood covered with stainless steel cover.
- 6.43.13. Six Mid-High Back Flip Up Attendant Seats two seats must be mounted on top of the stainless steel storage compartments located over the generator compartment, one seat must be mounted on driver's side and one seat on passenger side rear between last two sections of stretchers on top of the stainless steel storage compartment, one seat must be mounted passenger side just behind first set of stretchers on top of the stainless steel storage compartment and one seat must be mounted just behind the entrance door on top of the front wheel well.

- 6.43.14. Seat upholstery will be seamless vinyl covered for ease of maintenance and cleaning. All attendant seating must have individual restraining belts for each attendant.
- 6.43.15. Ceiling mounted storage cabinets must be located over the paramedic's station and medical monitoring equipment station in the front of the bus.
- 6.43.16. An oxygen system must be a split design, (two separate oxygen systems). Individual metered oxygen connections with quick disconnect fittings for twenty patients must be provided. Oxygen tanks must be located in an area that gives unobstructed access for ease of maintenance and refill.
- 6.43.17. Eight large oxygen tanks must be mounted in sliding oxygen tank cradle assemblies that slides in/out for ease of maintenance or changing of the tanks.
- 6.43.18. The oxygen system must have an oxygen monitoring system with master alarm, zone valve box.
- 6.43.19. There must be a minimum of Fourteen individual metered oxygen ports for patients. All patients must have an individual adjustable metered oxygen supply (.05 – 25.0)
- 6.43.20. One additional oxygen wall connection must be mounted adjacent to each existing oxygen wall supply connection that feeds the individual metered oxygen ports for patients. This additional connection provides additional respiratory therapy to an individual patient without interrupting the oxygen flow to multiple patients.
- 6.43.21. An emergency oxygen cutoff valve must be located within easy reach of attendants and driver.
- 6.43.22. Oxygen monitoring system must be located on the main paramedic's work station. Monitoring system must have a leak detection mode as well as an oxygen level monitoring display for each oxygen system.
- 6.43.23. Oxygen system must be capable of being connected to exterior oxygen source which will allow the vehicle to remain on-site with continuous oxygen supply for an indefinite period of time.
- 6.43.24. External oxygen ports must be provided for Oxygen supply to multilators.
- 6.43.25. Twenty recessed IV Hanger – Wall Mounts (CPI # IV2006 -1). Hangers to be mounted at the head of each stretcher position approximately 6-inches below the bottom of the next stretcher tray above.
- 6.43.26. A NorCold Dorm sized refrigerator approximate size 21w x 19d x 34h must be installed adjacent to mid-body attendant seating for storage of medicines, water, etc.. Refrigerator must be powered by either shore line power or generator power.
- 6.43.27. Two air exhaust fans must be provided one each in the on rear interior floor area on each side to exhaust interior air as exterior air is brought into the vehicle from air conditioning/heating units, open windows or through roof escape hatch vents.
- 6.43.28. The unit must be equipped with a on board Suction System provided with SScor regulator outlets at each patient care position. This system must consist of two separate operating systems, one providing for the left side of the unit and a second providing for the right side of the unit. Each side must ensure each patient a minimum of 35 LPM suction at the same time.

6.44. EXTERIOR COMPARTMENTS AND EQUIPMENT

- 6.44.1. Generator compartment must be located directly in front of rear wheels on driver's side 66" wide x 33" high x 28" deep. Compartment must be large enough for generator and insulation. Generator compartment must have exterior door that when raised will maintain open position with pneumatic springs or by chaining door open. Generator box must be constructed from 14ga metal with bottom reinforcements and tubular framing.

- 6.44.2. Generator compartment must have a sealed ball bearing slide out tray for easy access for servicing generator. Compartment to be insulated to reduce heat and noise transferred to interior of the vehicle with a two inch (2") thick sound deadening foam material with a vinyl barrier. Generator exhaust must exit left side of the vehicle.
- 6.44.3. Lighted storage compartments with door and lock 54" long minimum. One compartment must be located driver's side in front of generator box and one compartment must be located right side behind rear axle.
- 6.44.4. storable loading and unloading ramp and ramp storage assembly must be provided. The ramp will attach and lock in to position on the rear bumper of the bus for loading or unloading of stretcher patients through the back door of the vehicle. The ramp must be adjustable so that loading or unloading of patients can be done at any angle from a 45 degree up angle down to ground level. Ramp and ramp storage assembly must be hot dipped galvanized. Ramp must have a minimum weight rating of at least 1,000 pounds.

6.45. ELECTRICAL SYSTEM

- 6.45.1. The electrical systems and equipment must conform to FMVSS, Motor Carrier Safety, SAE and NFPA Regulations Specifications.
- 6.45.2. The electrical system must be accessible for checking and maintenance.
- 6.45.3. All apparatus body and chassis wiring installed by the apparatus builder must be routed in flexible split loom.
- 6.45.4. No butt splices or "Scotch Lock" style connectors are permitted in any circuit.
- 6.45.5. All wiring from the terminal block must be 14 GA or thicker
- 6.45.6. The circuit identification must be printed on the wire covering. Four wires labeled "SPARE" must be routed for future use.
- 6.45.7. All circuits must be color, number, and function coded for identification. Identification scheme must be approved prior to circuit installation.
- 6.45.8. Circuit program master switch on switch console must completely shut off all circuits except head, tail and marker lights.
- 6.45.9. Circuit protection devices, which conform to SAE standard, must be utilized to protect each circuit. All circuit protection devices must be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers must be Type-I automatic reset (continuously resetting) or Type-II (manual resetting) and conform to SAE J553 or J258. In circuits where fuses are required, automotive type fuses conforming to SAE J554, 1284, 1888 or J2077 must be utilized to protect electronic equipment.
- 6.45.10. All wiring must be properly clamped and routed to avoid all engine and exhaust heat, chafing, etc. Rubber grommets must be installed in all sheet metal parts where approved wire, conduit, cable, or controls pass through. All wiring holes must be properly sealed after final installation.
- 6.45.11. Sufficient electromagnetic radiation suppression must be provided to prevent interference with electronic, biophysical monitoring, radio or data equipment furnished with the vehicle or any of the above mentioned equipment in the vicinity of the vehicle.
- 6.45.12. The chassis cab, engine and transmission, and apparatus body must be completely bonded to the truck frame with braided ground straps.
- 6.45.13. A weather resistant ten position (minimum) terminal block with both line and load sides must be installed. Design and location must be approved prior to installation. Block must have positive screw type

connections, and must be able to accommodate up to 12 GA wire. Connections must be properly protected from accidental, environmental, or physical damage by means of a heavy-duty waterproof metal cover that can be easily removed for routine servicing.

- 6.45.14. Electrical circuits must be divided by single function, individual circuit breakers provided with the proper safety rating for each circuit.
- 6.45.15. An electrical load report must be provided which lists each individual electrical load and the amp draw for each item. Report must include typical "responding" and "on scene" modes.
- 6.45.16. All 12 V electrical equipment installed by the apparatus manufacturer must conform to modern automotive practices.
- 6.45.17. Exterior exposed wire connectors must be positive locking and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.
- 6.45.18. All holes made in the roof must be caulked with silicone. Rope caulk is not acceptable. Fender washers, liberally caulked, must be used when fastening equipment to the underside of the cab roof.
- 6.45.19. Corrosion preventative compound must be applied to all terminal plugs located outside of the cab or body. All non - waterproof connections must contain this compound in the plug to prevent corrosion and for easy separation of the plug. All terminals in exposed areas must have silicone (#1890) applied completely over the metal portion of the terminal.
- 6.45.20. All light sockets mounted in weather exposed areas must have corrosion preventative compound added to the socket terminal area.
- 6.45.21. Due to the severity of the environmental conditions under which this apparatus is operated, the use of integrated circuits, printed circuit boards, computer chips, and logic circuits for electrical control and operation of the apparatus electrical system is not desirable.
- 6.45.22. The apparatus must be equipped with a 12 V, minimum 300 A Niehoff alternator. A single starting system must be provided, utilizing six Douglas 12 V, 1000 CCA, 210 minute reserve capacity, high cycle, maintenance-free, group 31 batteries with a system rating of 6000 CCA at 0°Fahrenheit and 1260 minutes of reserve capacity. Batteries must be stud type.
- 6.45.23. Indicator lights must be provided on the instrument panel to notify the driver of the status of the battery system.
- 6.45.24. Batteries must be placed on non-corrosive mats and must be stored in well-ventilated compartments located under the floor line area of the bus. The compartment must provide for weatherproof protection of the electrical components mounted within the battery area.
- 6.45.25. Heavy- duty battery cables must be used to provide maximum power to the electrical system. Cables must be color coded.
- 6.45.26. Battery terminal connections must be coated with anti-corrosion compound. Battery solenoid terminal connections must be encapsulated with semi-permanent rubberized compound.
- 6.45.27. One set of battery jumper studs with plastic color coded covers must be installed on the front side of battery box, on the street side. Placement must allow sufficient room for easy jumper cable access. A tag must be provided for positive/negative terminals.
- 6.45.28. A Kussmaul "Autocharge 1200" battery charger must be provided. A display bar graph, indicating the state of charge, must be provided. Mounting location will be determined at the pre-construction meeting.
- 6.45.29. The charger must have a maximum output of 40 A and fully automatic regulation.

- 6.45.30. The battery charger must be wired to the 120 V shoreline to activate automatically when power is connected.
- 6.45.31. A Kussmaul "Super Auto - Eject", 20 A ejector, with built in circuit interrupter, must be installed on the street side of the cab. The electrical receptacle must be 120 V, 20 A (NEMA 5-20P) and must be wired to the battery charger with 12 GA or thicker wire that is properly supported and shielded from injury.
- 6.45.32. The Super Auto-Eject must be connected to the vehicle start buttons, so that when the engine is started the Super Auto-Eject drives the shoreline connection from the inlet. The electrical inlet must include a yellow spring loaded cover to prevent water from entering the receptacle when the shoreline is not connected. The unit must be completely sealed to prevent contamination of the mechanism, thereby ensuring long life.
- 6.45.33. A plug in style outlet for cellular telephone power must be located within easy reach of the driver and each of the attendant seats.
- 6.45.34. Vehicle must have a rear view camera with sound. A minimum 6" color LCD driver's monitor must be mounted in the driver's area. Backing system must have exterior sound feature to allow driver to hear noises from the rear of the vehicle.

6.46. LIGHTING

- 6.46.1. Exterior lighting must meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.
- 6.46.2. Front headlights must be halogen type, mounted in a polished, chrome-plated aluminum housing. Alternating headlight controls must be installed.
- 6.46.3. Five LED clearance lights and marker lights must be installed across the leading edge of the cab.
- 6.46.4. Front turn signals must be Weldon 4 x 6 LED type, rectangular amber sequencing lamps housed in chrome or aluminum bezels.
- 6.46.5. A pair of Code 3 LED "Model 45BZR" lights, mounted in the front lower zone, must be provided. Each warning light must be housed in the bezel and located above the headlights.
- 6.46.6. Side zone lower lighting must be Code 3 LED " Model 45BZR ", mounted at the front corner, side mid ship forward of the rear wheel well and lower forward of the rear bumper. all in accordance with the NFPA standards.
- 6.46.7. Rear zone upper and lower lighting must be Code 3 LED "Model # 85BZR", located at the rear of the apparatus in accordance with NFPA standards.
- 6.46.8. A Federal Signal " Model # TCLF-FM " Traffic clearing light must be mounted to the front of the cab, above the grill area.
- 6.46.9. The rear FMVSS lights must be a pair of Weldon, 3 light LED modules. Each module must include a stop / tail light, directional light and backup light, all mounted in a polished aluminum housing.
- 6.46.10. The apparatus body FMVSS marker and clearance lights must all be LED type.
- 6.46.11. There must be a Grote Super Nova LED, 4 " grommet mount weatherproof light provided for each cab door. Lighting must be designed to provide illumination on areas under the driver, officer and crew cab riding area exits. Lights must be activated automatically when the exit doors are opened by the door jamb switch and by the same means as the body perimeter lights.

- 6.46.12. There must be two Grote Super Nove LED lights provided under the rear step area. The lights must be spaced one each side of apparatus, with a clear lens. The perimeter scene lights must be activated by the parking brake.
- 6.46.13. Each enclosed compartment must be equipped with three LED Grote Super nova lights each. Lighting must be wired to switch on when any compartment door is open.
- 6.46.14. The apparatus body step lights must be Grote Super Nova LED. One light must be provided on each side at the rear of the body and one on each of the step areas.
- 6.46.15. The back-up lights must have a work light switch mounted to the rear of the body on the left side for activation of the back-up lights and rear step lights during EMS operations.
- 6.46.16. A Federal Signal "Model # 258", solid state electronic audible backup alarm must be installed. Alarm must actuate when the truck is shifted into reverse. The device must sound at 60 pulses per minute, and must automatically adjust its volume to maintain a minimum 5 dBa above surrounding environmental noise levels.
- 6.46.17. The switch panel must be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches must provide illuminated lenses, international symbols and labeling for the appropriate functions. The switches are to be rated at 20 amps at 12-volts DC. Control panel illumination to be controlled by the headlamp switch rheostat. Switches are to be angled at 45° for driver accessibility.
- 6.46.18. Twelve interior 12 volt dome lights, driver's dome light with separate switch. Lights are to be LED type.
- 6.46.19. Fluorescent 110 volt single tube fluorescent light fixtures installed the full length of both sides of the ceiling. Each section of fluorescent lighting must have a separate on/off switch.
- 6.46.20. 110 Volt LED light fixtures must be installed the full length of both sides of the ceiling. Each fixture must be equipped with a separate on/off switch.

6.47. HORNS AND SIRENS

- 6.47.1. A Federal Signal "Model EQ2B" electronic siren with noise canceling microphone must be installed.
- 6.47.2. The siren head must be located on a swivel bracket mounted on the driver's side dash area, accessible to the driver. Location must be approved prior to installation.
- 6.47.3. Siren must be actuated by a foot switch on the driver's side and by the horn button in the steering wheel.
- 6.47.4. The driver must have the option to control the siren or the chassis horns from the horn button by means of a selector switch located on the instrument panel.
- 6.47.5. A Federal Signal "Model # BP200" speaker must be installed, mounted to a Federal Signal mounting bracket, recessed in the front bumper, and covered by a stainless steel grille.
- 6.47.6. An air horn must be provided with foot switch and mounted in the forward area below the windshield area. Install location to be approved at the pre-construction meeting.

6.48. GENERATOR SYSTEM AND EQUIPMENT

- 6.48.1. A 120/240 volt rated system with a waterproof interior service panel junction box. Box must be a 175 Amp rated capacity with UL listed resetting type circuit breakers. Each of the AC/Heat units must be protected with an individual circuit breaker. All of the A/C electrical system is installed using EPM 12ga. 3 conductor (10\3) multi-stranded boat wire 600 volt UL approved. All wire is color coded and grounded throughout the system.

- 6.48.2. Eight interior quad outlets will be provided for medical equipment and other electronic components. Locations of outlets will be determined by interior layout.
- 6.48.3. Diesel powered 20 KW 175 watts Martin Diesel Generator. Generator will be equipped with air bag shock isolators to decrease vibration. Fuel source must come from the main vehicle fuel tank. Generator must be mounted on a slide out tray for easy servicing. Dual slam locks must lock the generator in the stowed position when the tray is returned to normal operating position.
- 6.48.4. Generator start, run, stop, preheat switch and hour meter must be located within easy reach of driver. Exterior generator service controls shall be located in the generator compartment.
- 6.48.5. A shoreline electrical connection must be provided on the exterior of the vehicle to allow connection to an existing power source such as a building or other generator such as a military generator to operate all on-board options. Feature will allow vehicle to remain connected to external power source for and unlimited amount of time. Shore connection plug-in outlet and 75 feet of shoreline connection wiring cable must be supplied with each vehicle

6.49. BODY AIR CONDITIONING AND HEATING

- 6.49.1. Two carbon monoxide monitor alarms must be installed, one at the front of the bus and one at the rear.
- 6.49.2. Four, 13,500 BTU (each) Duo-Therm roof mounted air conditioner/heating units. 110 volt. Roof sections must be reinforced where units are mounted. Each climate control unit must have a thermostat control and must be wired separately and protected with individual circuit breaker in the electrical control panel.

6.50. PAINT AND FINISH

- 6.50.1. The upper portion of the cab must be painted black. The body, wheels and the lower portion of the cab must be painted with DuPont "Imron Elite" 3.5 VOC paint, Red #N4664EA.

6.51. REFLECTIVE TAPE

- 6.51.1. A 6" White #3930 3M "High Intensity Grade Prismatic" reflective stripe must be applied across the lower portion of the front, sides and rear of the apparatus. Additional bands of 6" white #3930 3M "High Intensity Grade Prismatic" reflective stripe must be applied to the rear body panel to meet the requirements of NFPA 1901.
- 6.51.2. Stripes must be free of DOT markings.

6.52. LETTERING AND DECALS

- 6.52.1. Printed lettering and decals must be totally encapsulated between two layers of clear vinyl to prevent fading.
- 6.52.2. 3M "680-64" gold flexible reflective sheeting: "CHICAGO FIRE DEPT." 10" initial letters, Military Block True Type font, with a black shadow down and to the right, applied down both sides above a CFD Scramble Design, 3M "680-64" gold flexible reflective sheeting, 11", with black border.
- 6.52.3. Apparatus right front corner must be lettered with a 3M "680-10" white reflective engineer grade, 6" Company Number, Helvetica Medium True Type font.
- 6.52.4. Apparatus left front corner must be decaled with a 3M "680-64" gold flexible reflective sheeting, CFD Scramble Design, 6", with a black border.
- 6.52.5. Apparatus rear must be lettered with a 3M "680-10" white reflective engineer grade, 11" Company Number, Helvetica Medium True Type font.

- 6.52.6. The rear compartment door on each side must be decaled with a 8" x 12" American Flag, on 3M "680-10" reflective sheeting, with field towards front of apparatus.

6.53. PHOTOGRAPHS

- 6.53.1. Within five (5) calendar days prior to delivery of the first completed unit, the Contractor must furnish the Department of Fleet Management with three (3) sets of 8" x 10" color photographs of the proposed units. Each set of photos must consist of a front view, a rear view, a right side view and a left side view of the units.

6.54. EXCEPTIONS

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

7. PROPOSAL PAGES

Total: 1 page.

City of Chicago
Bid RFQ - No Group Lines
7. PROPOSAL PAGE

PU085E

RFQ Header Information

Please Respond By 8/31/2009

RFQ Number 3244

Ship To Location 160

For More Information Please Contact AHMAD NAYAMUTH

312-744-9761

RFQ Description EMS CRITICAL CARE RESPONSE BUS

Special Instructions

Your Quote is Effective as of 8/31/2009

RFQ Status Active

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

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

RFQ Header Details

Contract Type VEHICLES/HEAVY EQUIPMENT (CAPITAL)

Specification 72686A

Target Market NO

Procurement Type BID

Advertise Date 8/14/2009

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 %	

Line No	Line Type	Item	Category	Commodity Desc	UOM	Quantity	Price	Extended Price	Comments
1	Goods	0700337100	07003	EMS VEHICLE - EMS CRITICAL CARE RESPONSE BUS	Each	2	\$	\$	

Total Price \$

8. BID DATA PAGES

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

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

8.1.1. FRAME

GENERAL:

- | | |
|--------------------------|-------------------|
| A) SIDERAIL TYPE | _____ |
| B) SIDERAIL SECTION | _____X_____X_____ |
| C) REINFORCEMENT TYPE | _____ |
| D) REINFORCEMENT SECTION | _____X_____X_____ |

RATINGS:

- | | |
|-------------------------|-------|
| A) SECTION MODULUS | _____ |
| B) YIELD STRENGTH (PSI) | _____ |
| C) RBM | _____ |

8.1.2. ENGINE

GENERAL:

- | | |
|---------------------------|-------|
| A) MAKE | _____ |
| B) MODEL | _____ |
| C) CYLINDERS | _____ |
| D) DISPLACEMENT (CID / L) | _____ |
| E) ASPIRATION TYPE | _____ |

RATINGS (MFG'S. PUBLISHED):

- | | | | | |
|-------------------------|-------|---|-------|-----|
| A) MAX SAE GROSS HP | _____ | @ | _____ | RPM |
| B) MAX SAE NET HP | _____ | @ | _____ | RPM |
| C) MAX SAE GROSS TORQUE | _____ | @ | _____ | RPM |
| D) MAX SAE NET TORQUE | _____ | @ | _____ | RPM |
| E) GOVERNED SPEED | _____ | | | RPM |

8.1.3. FILTRATION:

- | | |
|-------------------------------------|---------------------------|
| A) AIR FILTER TYPE _____ | W/RESTRICTION GAGE? _____ |
| B) FUEL FILTER QTY/TYPE _____ | _____ |
| C) OIL FILTER TYPE / CAPACITY _____ | _____ |
| D) BYPASS FILTER TYPE _____ | _____ |

8.1.4. COOLING:

- | | |
|---|-------|
| A) SYSTEM CAPACITY (GAL) | _____ |
| B) RADIATOR FRONTAL AREA (in ²) | _____ |
| C) RADIATOR FINS/INCH | _____ |

8.1.5. EXHAUST (CHECK ONE):

- | | |
|-------------------------|-------|
| A) HORIZONTAL | _____ |
| B) VERTICAL, SHIELDED | _____ |
| C) VERTICAL, UNSHIELDED | _____ |

8.1.6. TRANSMISSION

GENERAL:

- A) MAKE _____
- B) MODEL _____
- C) SPEEDS _____
- D) MAX. INPUT TORQUE RATING _____
- E) MAX. INPUT HP RATING _____

RATIOS:

- 1ST GEAR _____ :1
- 2ND GEAR _____ :1
- 3RD GEAR _____ :1
- 4TH GEAR _____ :1
- 5TH GEAR _____ :1
- 6TH GEAR _____ :1
- 7TH GEAR _____ :1
- REVERSE _____ :1

CLUTCH

GENERAL:

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

AXLES

GENERAL (FRONT):

- A) MAKE _____
- B) MODEL _____
- C) PUBLISHED WT. RATING @ GRD. _____
- D) SPEED(S) _____ (IF APPLICABLE)
- E) RATIO(S) _____ (IF APPLICABLE)
- F) REDUCTION (SGL. OR DBL.) _____ (IF APPLICABLE)

GENERAL (REAR):

- A) MAKE _____
- B) PUBLISHED WT. RATING @ GRD. _____
- C) SPEED(S) _____ (IF APPLICABLE)
- E) RATIO(S) _____ (IF APPLICABLE)
- F) REDUCTION (SGL. OR DBL.) _____ (IF APPLICABLE)

8.1.7. BRAKES

SYSTEM: (CHECK ONE):

- A) AIR _____
- B) HYDRAULIC _____

GENERAL (AIR):

- A) MAKE/TYPE, FRONT _____
- B) MAKE/TYPE, REAR _____
- C) BRAKE SIZE, FRONT _____
- D) BRAKE SIZE, REAR _____
- E) COMPRESSOR MAKE/MODEL _____
- F) COMPRESSOR DISPLACEMENT _____
- G) AIR DRYER MAKE/MODEL _____

GENERAL (HYDRAULIC):

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

GENERAL (PARKING BRAKE):

- A) MAKE
- B) TYPE
- C) SIZE

8.1.8. SPRINGS/SUSPENSION

GENERAL (FRONT):

- A) SPRING TYPE
- B) SPRING CAPACITY RATING

@ GROUND _____ P/SPRING

GENERAL (REAR):

- A) SUSPENSION MAKE
- B) SUSPENSION TYPE
- C) SPRING TYPE
- D) SPRING CAPACITY RATING
- E) AUX. SPRING CAPACITY RATING

@ GROUND _____ P/SPRING

@ PAD _____ P/SPRING

8.1.9. TIRES/WHEELS

WHEELS (FRONT):

- A) MAKE
- B) TYPE
- C) WEIGHT CAPACITY

RIMS (FRONT):

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

TIRES (FRONT):

- A) MAKE
- B) MODEL
- C) SIZE & PLY RATING
- D) REV'S PER MILE
- E) WEIGHT CAPACITY

@ _____ PSI

WHEELS (REAR):

- A) MAKE
- B) MODEL
- E) WEIGHT CAPACITY

RIMS (REAR):

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

TIRES (REAR):

- A) MAKE _____
B) MODEL _____
C) SIZE & PLY RATING _____
D) REV'S PER MILE _____
E) WEIGHT CAPACITY _____ @ _____ PSI

8.1.10. ELECTRICAL

BATTERIES:

- A) MAKE _____
B) MODEL _____
C) QUANTITY _____
D) VOLTAGE _____
E) CCA (COMBINED) _____
F) RESERVE CAPACITY _____

ALTERNATOR:

- A) MAKE _____
B) MODEL _____
C) CAPACITY (AMPERES) _____
D) AMPS @ IDLE _____

STARTER:

- A) MAKE _____
B) MODEL _____
C) VOLTAGE _____

CIRCUIT PROTECTION: (CHECK ONE)

- A) REPLACEABLE FUSES _____
B) CIRCUIT BREAKERS _____

SYSTEM POLARITY: (CHECK ONE)

- A) POSITIVE _____
B) NEGATIVE _____

8.1.11. EQUIPMENT/ACCESSORIES

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

BLOCK HEATER:

- A) MAKE/MODEL _____
B) WATTS _____

ENGINE SHUT-DOWN SYSTEM:

- A) MAKE/MODEL _____
B) OVER-RIDE? _____

FRAME EXTENSION:

- A) INTEGRAL OR BOLT-ON? _____
B) DIMENSIONS _____
C) RBM _____

FUEL TANK(S):

- A) QUANTITY _____
B) CAPACITY _____
C) LOCATION _____

D) TYPE OF SIPHON PROTECTION _____

8.1.12. GAUGES:

A) LIST ALL GAUGES PROVIDED

8.1.13. HEATER/PROTECTION:

A) BTU RATING

8.1.14. HOOD/FENDERS:

A) HOOD CONFIGURATION

B) HOOD MATERIAL

C) FENDER MATERIAL

D) BUTTERFLY/ACCESS HATCHES (Y/N)

8.1.15. HOURMETER (ENGINE):

A) MAKE/MODEL

B) ELECTRIC OR OIL PRESSURE ACTUATED?

8.1.16. MIRRORS:

A) TYPE

B) SIZE

C) QUANTITY

D) HEATED

(Y/N)

8.1.17. POWER TAKE-OFF:

A) MAKE/MODEL

B) HP OF OUTPUT SHAFT @1,000 RPM

C) RIGHT OR LEFT MOUNT?

D) RATIO

8.1.18. SEATING:

FRONT:

A) CAPACITY

B) BENCH OR BUCKETS?

C) DRIVER'S SEAT MAKE

REAR:

A) CAPACITY

B) BENCH OR BUCKETS?

8.1.19. SHOCK ABSORBERS:

A) FRONT (Y/N)? _____

REAR (Y/N)? _____

B) MAKE

C) PISTON DIAMETER

D) SINGLE OR DOUBLE ACTING? _____

8.1.20. SHUTTERS:

A) AIR OR ELECTRIC? _____
B) MAKE/MODEL _____

8.1.21. STARTING AID:

A) TYPE _____
B) MAKE/MODEL _____
C) ACTIVATED HOW? _____

8.1.22. STEERING:

A) WEIGHT CAPACITY _____
B) MANUAL OR POWER? _____
C) STEERING GEAR RATIO _____

8.1.23. BODY AND MOUNTED EQUIPMENT

BODY:

A) TYPE _____
B) MAKE/MODEL _____
C) DIMENSIONS _____
D) CAPACITY _____
E) WEIGHT _____
F) MATERIAL(S) _____
G) LITERATURE FURNISHED (Y/N)? _____

HOIST:

A) MAKE/MODEL _____
B) NUMBER OF CYLINDERS _____
C) CYLINDER BORE/STROKE _____
D) CYLINDER DIAMETER _____
E) CAPACITY @ 45° _____
F) WEIGHT _____
G) LITERATURE FURNISHED (Y/N)? _____

AERIAL DEVICE:

A) MAKE/MODEL _____
B) TELESCOPIC OR ARTICULATED? _____
C) VERTICAL REACH (MAX.) _____
D) HORIZONTAL REACH (MAX.) _____
E) LIFTING CAPACITY (MAX.) _____
F) WEIGHT _____
G) LITERATURE FURNISHED (Y/N)? _____

LIFT GATE:

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

FIFTH WHEEL:

A) MAKE/MODEL _____

- B) MOUNTING HEIGHT _____
- C) MANUALLY OR AIR OPERATED? _____
- D) WEIGHT _____
- E) LITERATURE FURNISHED (Y/N)? _____

SNOW PLOW/HITCH:

- A) PLOW MAKE/MODEL _____
- B) PLOW LENGTH _____
- C) REVERSIBLE (Y/N)? _____

SALT SPREADERS:

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

8.1.24.

PERFORMANCE DATA

MAXIMUM GEARED SPEED = _____

GRADEABILITY = _____

WEIGHT DISTRIBUTION

	FRONT	REAR	TOTAL
A) CAB/CHASSIS	_____	_____	_____
B) DRIVER	_____	_____	_____
C) FUEL	_____	_____	_____
D) BODY	_____	_____	_____
E) _____	_____	_____	_____
F) _____	_____	_____	_____
G) _____	_____	_____	_____
H) _____	_____	_____	_____
I) SUB-TOTALS	_____	_____	_____
J) PAYLOAD (MAX.)	_____	_____	_____
K) TOTALS	_____	_____	_____

8.2. LITERATURE/DATA:

Has the Contractor included the following informational items with its bid per 6.14 LITERATURE/DATA?

1. Has the bidder submitted current published literature describing the proposed vehicles? YES _____ NO _____
2. Has the bidder submitted current published literature describing the unit frame, axles, engine and all drive-train components? YES _____ NO _____
3. Has bidder submitted one EPA fuel economy listing, showing the rating of the proposed vehicles, equipped as specified herein? YES _____ NO _____

8.3. MAKES AND MODELS PROPOSED:

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

8.5. SUPPLEMENTAL INFORMATION:

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

8.6. WARRANTY

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

COMPONENT/ FEATURE

PROPOSED COVERAGE

Complete Unit:

Engine:

Transmission:

Chassis Frame:

Corrosion:

Body:

Other:

8.7. TRAINING OFFERED:

8.8. PARTS/SERVICE AVAILABILITY: (CHECK IF APPLICABLE)

() The bidder currently holds a contract with the City of Chicago covering parts/service for this make/type of equipment.

8.9. LOCATION OF REPAIR AND MAINTENANCE SHOP:

8.10. INDICATE IF YOU ARE:

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

* If an exclusive or authorized manufacturer's distributor or manufacture's service representative, bidder is to provide the name, address and phone number of manufacturer, and written documentation from the manufacturer verifying status, either with the bid or upon the request of the Chief Procurement Officer.

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

** If a licensed new vehicle dealer, bidder should provide a copy of their current Registration for Authority to Deal in Vehicles, as Issued by the Illinois Secretary of State, either with the bid or upon the request of the Chief Procurement Officer.

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

Section No.: _____ Description: _____

Section No.: _____ Description: _____

Section No.: _____ Description: _____

NOTE: BIDDER/PROPOSER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS **AND ANY ADDENDA** AT THE TOP OF THE PROPOSAL EXECUTION PAGE (I.E. TO BE EXECUTED BY A CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR AS APPLICABLE).

8.12. PERSON TO CONTACT REGARDING THIS BID

NAME: _____ PHONE: _____

TITLE: _____ FAX: _____

E-MAIL: _____

9. AFFIDAVIT OF CHICAGO BUSINESS

If this is a competitively bid Contract, a Chicago business preference may be applicable. Failure to complete and submit this form with the bid at the time of Bid Opening will be cause for rejection of the bid for being non-responsive.

1. Is bidder a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language?
() Yes () No

2. Street address of principal place of business:

3. How many persons are currently employed by bidder? _____

4. How many of bidder's current employees work at City of Chicago locations? _____

5. Is bidder subject to City of Chicago taxes?
() Yes () No

Signed: _____

Printed Name: _____

Title: _____

County of _____

State of _____

Acknowledged under oath on (date) _____

Before me by _____

As (title) _____

of (firm) _____

Notary Public Signature: _____

(Seal)

Commission _____

Expires: _____

10. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

INSTRUCTIONS FOR COMPLETING CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

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

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

For purposes of this EDS:

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

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

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

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

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

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

10.1. SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1.☐ the Applicant

OR

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

OR

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

B. Business address of Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

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

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

EMS CRITICAL CARE RESPONSE BUS

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

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

Specification Number: 72686A **and RFQ Number:** 3244

10.2. SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

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

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:
- _____
3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?
- ☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Name	Business Address	Percentage Interest in the Disclosing Party

10.3. SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☐ No

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

10.4. SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

10.5. SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions

(federal, state or local) terminated for cause or default; and

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

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

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the

Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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

- ____ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.
- ____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

10.6. SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of

Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".
5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

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

10.7. SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.
- D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

- G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

- H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
- H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
- H.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

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

10.8. CERTIFICATION

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

(Print or type name of Disclosing Party) Date: _____

By: _____
(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____, at _____
_____ County, _____ (State).

Notary Public Signature: _____

(Seal)

Commission Expires: _____

11. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No. 72686A** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

ATTEST: _____
Corporate Secretary Signature
(Affix Corporate Seal)

State of _____

County of _____

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

12. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No. 72686A** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: _____

Address: _____
State of _____

County of _____

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

13. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No. 72686A** containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20____.

Notary Public Signature: _____

(Seal)

Commission Expires: _____

14. PROPOSAL ACCEPTANCE

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

Total Amount of Contract: \$ _____

Funding: 008 0M05 59 2005 0450 0000 08FT32(and various)

City Comptroller

Chief Procurement Officer

Mayor

Approved as to form and legality:

Assistant Corporation Counsel

Contract Awarded and Released on this _____ day of _____, 20____

(REV. 6/30/2007)

15. EXHIBIT 1: CITY OF CHICAGO TRAVEL GUIDELINES

1. The City of Chicago Travel Guidelines are issued by:

City of Chicago
Office of Budget and Management
City Hall, Room 604
121 North LaSalle
Chicago, Illinois 60602
Effective April 2008

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

This policy:

- Is not intended to cover routine local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out of town travel or travel to Chicago from another city.
- Applies to all City departments, employees and contractors regardless of funding sources (i.e. grants).
- Requires that all employees secure the most economical means of travel, including cost, travel time and work requirements.
- Will be strictly enforced. Any deviation from these guidelines must be justified in writing and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical travel arrangements available at that time.

For purposes of this policy, the Chicago metropolitan area is defined as Cook, DuPage, Will, Lake and McHenry counties

2. General Approval

a. General Requirements

The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony
- As a stipulation or condition of grant funding or otherwise required for state or federal certification
- Presentation on behalf of the City at a conference or seminar
- Financial or tax audit
- Site visits or operational evaluations related to departmental improvement efforts
- Court proceedings or case preparation
- Attendance at conferences, meetings, seminars or training sessions for which:
 - o the topic is of critical interest to the City;
 - o representation at the event is in the best interest of the City, and
 - o the topic is related to an employee's professional development.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

b. Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees from any one department unless otherwise approved by OBM. City of Chicago

c. Travel Approval Procedure

- All travel arrangements are to be secured through the City's designated travel management agency—Corporate Travel Management Group (CTMG).
- All travel outside the Chicago metropolitan area requires approval from OBM.
- Complete original Travel Request Form and support documentation must be approved by the appropriate department head and submitted to OBM no later than seven (7) business days prior to the date of travel.
- In emergency situations in which there are fewer than seven (7) business days prior to a proposed trip, the Travel Request Form may be faxed to the requesting department's budget analyst at (312) 744-3618.
- The City is not obligated to reimburse employees for travel expenses which were not previously approved by OBM.
- A Travel Expense Report must be accurately and clearly completed and submitted with all receipts in order to obtain reimbursement for travel expenses.
- If there is a disputed reimbursement, a representative from the Comptroller's Office will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account 0245.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

d. Travel Outside the Continental United States

- All requests for City travel outside the continental U.S. must be submitted to OBM fourteen (14) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

3. Reimbursable Travel Expenses

a. Business Related Expenses

- Business-related expenses incurred while on City business may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
 - o Photocopying
 - o Sending or receiving faxes
 - o Express mail services
 - o Internet connections
- Original receipts must be provided for reimbursement.

b. Transportation

• City-owned Vehicles

- o Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not the standard "per mile" reimbursement.
- o Original receipts must be provided for all expenses.
- o Travel in a City-owned vehicle outside the Chicago metropolitan area (see p. 7) requires prior approval from OBM.
- o Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
- o Refer to the City of Chicago vehicle policy for other rules and regulations regarding the use of City-owned vehicles.

- **Personal Vehicles**
 - o Employees may use personal vehicles for business travel within a 300-mile radius of Chicago.
 - o Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance or applicable collective bargaining agreement, but in no event will the reimbursement exceed the cost of coach airfare.
 - o "Per mile" reimbursement includes the cost of gas, oil and general maintenance.
 - o Parking and toll expenses will be reimbursed separately with original receipts.
 - o Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
 - o Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- **Car Rental**
 - o Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other mode of transportation impractical.
 - o Car rental will not be approved for travel within the Chicago metropolitan area. City pool cars or I-Go cars should be reserved for such travel.
 - o The compact car rental rate will be reimbursed unless the need for a larger car can be justified.
 - o Daily rental rates, taxes, surcharges, gas, car rental insurance and oil expenses are considered reimbursable items.
 - o Only one car rental will be allowed per trip.
 - o Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
 - o Original receipts are required for reimbursement.
- **Common Carrier (Air, Train, Bus)**
 - o To take advantage of any available discount fares, all reservations and ticket purchases should be made as far in advance as possible.
 - o First-class travel is prohibited.
 - o Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
 - o Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
 - o The lowest priced airfare often requires a Saturday night stay. The City of Chicago Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary in order to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between the airfares exceeds the cost of lodging for each extra day added together. For example, if the difference between airfares is \$500 and lodging for that Saturday and Sunday totals \$300, employees have the option of the Saturday night stay. The following applies when a traveler has opted for a Saturday night stay, but is not conducting City businesses on Saturday or Sunday:
 - o Supporting documentation comparing airfares is needed to approve Saturday night stay options.
 - o Cost of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
 - o Meals (per diem) are reimbursable at the appropriate rate.
- **Ground Transportation (Taxis, Public Transportation, Limousine Service)**
 - o Transportation to and from the airport is included in the ground transportation amount in the reimbursement rate.
 - o Public transportation is encouraged.
 - o Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form
 - o Ground transportation expenses are reimbursable with original receipts at the discretion of the department head.
 - o Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
 - o Gratuity for ground transportation is the sole responsibility of the traveler.
 - o Original receipts are required for reimbursement.
- c. **Laundry**
 - Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
 - Original receipts are required for reimbursement.
- d. **Lodging**
 - The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" (page 14) section of this policy, exclusive of applicable taxes.
 - The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and only if approved by OBM.
 - Employees may stay at higher priced hotels, but they will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
 - Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.
 - All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
 - Original receipts are required for reimbursement.
- e. **Meals**
 - Employees are entitled to a daily per diem allowance, as outlined in the "Rates" section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
 - If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals
 - If travel is conducted within the Chicago metropolitan area, meals will be reimbursed at the discretion of the department head and with prior approval from OBM
 - Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area.
- f. **Telephone Calls**
 - If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
 - Employees are allowed up to twenty (20) minutes (no more than \$5.00) for reimbursable personal phone calls per day while traveling on City business.
 - Business calls may be reimbursed at the discretion of the department head with a maximum reimbursement of \$10 per day.
 - When possible, employees should avoid hotel surcharges by using cell phones or phones outside the hotel room for personal and business calls.
 - Original receipts are required for reimbursement.
- g. **Additional Expenses**
 - Original receipts are required to claim reimbursement for incidental expenses not listed above.
 - Reimbursement for incidental expenses will be approved at the discretion of the department head.
 - Employees are entitled to a daily per diem allowance, as

outlined in the “Rates” (see p. 14) section of this policy, as reimbursement for all meals inclusive of tax and gratuity.

- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.
- If travel is conducted within the Chicago metropolitan area (page 7), meals will be reimbursed at the discretion of the department head and with prior approval from OBM.
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area (page 7).

h. Travel Expense Advances

- Cash advances are not allowed.

i. Conference Registration Fees -

- Registration fees may be charged to the department's education and professional development accounts (Account 0169) at the discretion of the department head.
- Meals included in conference registration fees will be charged to Account 0169.
- Every effort should be made to take advantage of early registration discounts.

j. Travel by City of Chicago Consultants or Contractors

- Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
- Travel by non-employees at the invitation of the City (i.e. candidates for employment, speakers) must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses incurred, not any flat per diem.
- Travel by City employees to consultant's location prior to approved contract is prohibited.

k. Non-Reimbursable Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:

- Additional charges for room upgrades or special “club” floors.
- Alcoholic beverages
- Coat check services
- Entertainment, including but not limited to in-room movies
- Late check-out and guarantee charges
- Parking or moving violation tickets
- Personal services (i.e. barber, shoe shine, health club, massage)
- Spousal expenses
- Toiletries
- Travel accident insurance
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

4. Travel Reimbursement Rates

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II, III and IV are not all inclusive. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

CITY OF CHICAGO TRAVEL GUIDELINES

Travel Reimbursement Rates

	Group I Cities	Group II Cities	Group III Cities	Group IV Cities
	Boston, MA New York City and metro areas Los Angeles, CA Miami, FL San Francisco, CA Washington, DC and metro areas	Atlanta, GA Chicago, IL Houston, TX Philadelphia, PA San Jose, CA	Baltimore, MD Cleveland, OH Cincinnati, OH Columbus, OH Dallas, TX Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Memphis, TN Milwaukee, WI Minneapolis/St Paul, MN Nashville, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Seattle, WA Tampa, FL	Kansas City, MO Louisville, KY Madison, WI Pittsburgh, PA St Louis, MO Springfield, IL**
GROUND TRANSPORTATION Including parking at point of departure	\$55	\$50	\$40	\$30
TRANSPORTATION <i>AIR:</i> <i>BUS:</i> <i>RAIL:</i> <i>PERSONAL CAR*:</i>	Coach Economy Economy \$.0585/mile	Coach Economy Economy \$.0585/mile	Coach Economy Economy \$.0585/mile	Coach Economy Economy \$.0585/mile
LODGING Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement.	\$250.00	\$225.00	\$150.00	\$125.00
PER DIEM Including tax and gratuity	\$64	\$59	\$54	\$49

* Mileage reimbursement follows the rate as determined by the Internal Revenue Service. 2008 rate is listed.

** When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group III.

CITY OF CHICAGO TRAVEL GUIDELINES TRAVEL REQUEST FORM

Name:		Department:	
Purpose of Travel:		Bureau/Division:	
		Destination:	
Funding Code:		Departure Date:	
If more than one funding code is to be used specify amount charge to each.		Return Date:	
TRAVEL EXPENSE ESTIMATE			
TO BE COMPLETED AND SUBMITTED 7 BUSINESS DAYS PRIOR TO TRAVEL TO THE OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION			
Estimated Expense:	Transportation \$		
	Meals:		
	Days @ per day \$		
	Lodging:		
	Days @ per day \$		
	Registration (Acct. 0169) \$		
Other Expenses (please list):			
	\$		
	\$		
	\$		
	TOTAL ESTIMATE \$		
I have reviewed this Travel Request, and find:			
- The purpose of this trip fulfills an important public objective; - This trip adheres to the City of Chicago Travel Policy; - The purpose of the trip cannot be fulfilled locally.			
	Traveler:	Date:	
	Department Head:	Date:	
	OBM Analyst:	Date:	
	OBM Director:	Date:	
	Chief of Staff*:	Date:	
	* when applicable		
Please attach approved Request Form to Expense Statement when submitting for reimbursement.			

CITY OF CHICAGO TRAVEL GUIDELINES

TRAVEL EXPENSE STATEMENT

Department Submit to Comptroller's Audit Section

Employee:				Phone:			Employee Title:			
Contact:				Phone:			Travel Dates: From To			
Dept: .		Purpose of Trip:								
Funding Code:										
	Transportation									
Date	Personal Auto Common Carrier	Rental Vehicles	Ground Transp.	Common Carrier (Air, Train)	Parking & Tolls	Room & Taxes	Meals	Telephone	Misc.*	Total Expenses
						Subtotal (0245)				
						Registration Fee (0169)				
* Explanation of Miscellaneous Expenses							Total Expenses			
							Less Advance			
							Less Prepaid Expenses			
							Balance Due City			
							Balance Due Employee			
I hereby certify that this Travel Expense Statement is in accordance with the policies and procedures of the City of Chicago. All receipts included are original.										
Employee Signature _____				Date _____		Approving Finance Director or Designee _____			Date _____	

16. EXHIBIT 2: GRANT AGREEMENT



Illinois Emergency Management Agency

Rod R. Blagojevich, Governor

Andrew Velasquez III, Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to City of Chicago, Office of Emergency Management and Communications (OEMC),

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago, Office of Emergency Management and Communications (OEMC), (Grantee), 1411 West Madison, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2008 Homeland Security Grant Program, Urban Area Security Initiative, CFDA #97.067.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$29,536,975.00** for the period from **September 1, 2008, to December 31, 2010**. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

PART II - Term

The term of this Grant Agreement shall be from **September 1, 2008, to December 31, 2010**.

PART III - Scope of Work

To provide funding for any respective Urban Area Security Strategies and the Investments identified during the application period.

The Budget Detail Worksheet, provided in Attachment A, outlines the entire Scope of Work (Part III) for this project and expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. All equipment listed in the Budget Detail Worksheet must reference the appropriate Authorized Equipment List code as listed in the Responder Knowledge Base web site. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.



The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet as outlined in Part V – Reports.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$29,536,975.00**.

PART V - Terms and Conditions

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

METHOD OF COMPENSATION: The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the Illinois State Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **December 31, 2010**. The Grantee must submit a final Budget Detail Worksheet, and Discipline Allocation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with Federal Emergency Management Agency's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, addressing administrative requirements for state and local governments (44CFR Part 13); OMB Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

The Grantee shall not deposit funds into the Federal Civil Preparedness Administrative Fund as established by the State legislature. This fund is reserved for the use of the Grantor only.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period documentation to support the submission of the Bi-Annual Strategy Implementation Report (BSIR). The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30; and January 15 for the reporting period of July 1 through December 31). The documentation must include, at a minimum, (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work, and (2) Discipline Allocation Worksheet (Attachment B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this agreement to support the completion of other Federal and State reporting requirements.

The Grantee will submit to the Grantor, upon the request, evidence the Grantee has complied with DHS FEMA GPD training and/or exercise documentation and reporting requirements as outlined in the appropriate grant guidance that governs the use of training and/or exercise funds as defined by DHS FEMA GPD.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee certifies neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD, and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

The following statement shall be prominently displayed in all publications created through this grant agreement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security or State of Illinois."*

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MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws and procedures.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall provide to the Grantor any information requested by DHS FEMA GPD to ensure compliance with applicable Federal EHP requirements. DHS FEMA GPD, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. Any project with the potential to impact EHP resources cannot be initiated until DHS FEMA GPD has completed its review.

PART VI - Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

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Communications (OEMC)

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The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

The Grantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

PART VII - Certification

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the Federal Emergency Management Agency throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or are accidentally over-advanced. The Grantor may recapture those funds not

expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that **36-6005820** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- | | |
|--|---|
| ☐ Individual | ☐ Real Estate Agent |
| ☐ Sole Proprietorship | ☒ Governmental Entity |
| ☐ Partnership | ☐ Tax Exempt Organization |
| ☐ Corporation | (IRC 501(a) only) |
| ☐ Not-for-profit Corporation | ☐ Trust or Estate |
| ☐ Medical and Health Care | |
| ☐ Services Provider Corporation | |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

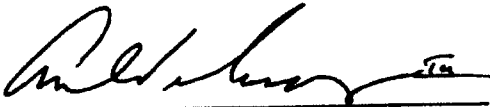
- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.

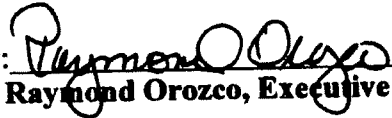
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: City of Chicago, Office of
Emergency Management and
Communications (OEMC),

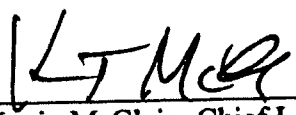
By: 
Andrew Velasquez III, Director

By: 
Raymond Orozco, Executive Director

DATE: 24 Nov 08

DATE: 10-30-08

By: 
Dennis Miner, Chief Fiscal Officer

By: 
Kevin McClain, Chief Legal Counsel

DATE: 11/7/08

DATE: 12-12-08

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