

VENDOR NO.: _____

PURCHASE ORDER NO.: _____

SPECIFICATION NO.: 91157

RFQ NO.: 3554

for

SHUTTLE BUS SERVICES AT CHICAGO MIDWAY INTERNATIONAL AIRPORT

STARTING: _____

THROUGH: _____

REQUIRED FOR USE BY CITY OF CHICAGO



DEPARTMENT OF AVIATION

Fund Number: 610-85-4350-0157-0157

FEE FOR SUBMISSION OF BID: \$900.00

Exhibits: 1 through 4

Information: Hugo Zapata-Martinez, Contract Negotiator
Phone: (312) 744-1087, e-mail: hzapata@cityofchicago.org

A PRE-BID CONFERENCE WILL BE HELD ON: Wednesday, March 16, 2011 at 10:00 A.M. at Midway International Airport, AMC Building located at 6201 South Laramie, Second Floor Conference Room, Chicago, IL 60638.

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

All Bids must be sealed, delivered and received NO LATER than 11:00 a.m., Chicago Time in the Bid and Bond Room, Room 301, City Hall, on April 15, 2011.

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

All signatures to be sworn to before a Notary Public

Issued by:

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

Bids must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**Shuttle Bus Services at Chicago MIDWAY International Airport**", the specification number **91157** and the time and the date specified for receipt. The name and the address of the Bidder(s) must be clearly printed on the outside of the envelope(s) or package(s).

Richard M. Daley
Mayor

Jamie L. Rhee
Chief Procurement Officer

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

SPECIAL NOTICE REGARDING FEES FOR SUBMISSION OF BIDS

See Section 3.4 of this Specification for fee for submission instructions.

SPECIAL NOTICE REGARDING QUESTIONS OR CLARIFICATIONS

All requests for clarifications and/or questions must be received on or before **March 23, 2011**. All questions or requests for clarification must be submitted to the following e-mail address: bidquestions@flychicago.com. Any requests for clarifications or questions received after this date may not be answered.

SPECIAL NOTICE REGARDING BID DOCUMENT SUBMITTAL

BIDDER MUST USE ORIGINAL BID DOCUMENT PICKED UP FROM THE CITY'S BID AND BOND ROOM FOR BIDDING PURPOSES.

SCANNED COPIES OR SPECIMEN COPIES WILL NOT BE ACCEPTED.

THE FULLY COMPLETED ORIGINAL BID AND BOND ROOM COPY OF THE BID DOCUMENT MUST BE SUBMITTED IN ITS ENTIRETY FOR CONSIDERATION.

ALL DOCUMENTS THAT ARE REQUESTED IN THIS SPECIFICATION MUST BE SUBMITTED WITH BID OR THE BID MAY BE DISQUALIFIED.

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

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1. DEFINITIONS

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

"Attachments"	means all exhibits attached hereto and/or incorporated by reference herein;
"Biodiesel"	means adding a supplement to petroleum-based diesel to create a cleaner-burning fuel than petroleum-derived diesel. Refers to a diesel blend of not less than 20% biodiesel meeting ASTM D 6751 (with 80% petroleum ULSD diesel), up to 100% biodiesel. Common biodiesel feedstocks typically include either 1) new and used vegetable oils, such as soy, mustard, canola, safflower, rapeseed, and/or palm oils; 2) animal fats such as poultry offal, tallow, and/or fish oils; or 3) used cooking oils and cooking grease. For this contract, the biodiesel must not be derived from animal-based feedstocks. The biodiesel fuel price must be taken from an index that bases the price off a soy methyl ester (SME) feedstock.
"Business Day"	means business days in accordance with the City of Chicago business calendar;
"Calendar Day"	means calendar days in accordance with the world-wide accepted calendar;
"Chief Procurement Officer"	refers to the Chief Executive of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
"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 of the Department of Aviation, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
"Compressed Natural Gas/ (CNG)"	means natural gas compressed to a minimum of 3,000 lbs per square inch when used by the Shuttle Buses specified herein. When CNG is used as an alternative fuel by the Shuttle Buses specified herein, they must be certified by the United States Environmental Protection Agency as low or ultra low emissions buses. CNG conversions or Diesel/CNG Bi-fuel transit buses will not be acceptable.
"Contract"	means this Contract for Shuttle Bus Services for Chicago MIDWAY International Airport Work, 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;
"Contract Documents"	consist of General Conditions, Special Conditions, Technical Specifications, Proposal Pages, Additional Proposal Pages, all signature documents, any addenda and any reference standards all as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
"Contractor"	refers to the person, firm, entity or corporation who is awarded this Contract;
"Environmental Protection Agency (EPA)"	refers to the Federal and State agencies for the protection of the environment;

"Ethanol E85"	refers to a blend of 85% ethanol and 15% unleaded gasoline;
"Exhibits"	means all attachments attached hereto and/or incorporated by reference herein and labeled as such;
"Deliverables"	means any Shuttle Bus Services for Chicago MIDWAY International Airport documents, reports, information, etc. to be submitted by the Contractor to the City;
"Department"	means the Department of Aviation, City of Chicago;
"Federal Transit Administration (FTA)"	refers to the federal agency under the U.S. Department of Transportation tasked with public and private transit agency bus and rail operating standards, transit vehicle manufacture and Federal Motor Vehicle Safety Standards (FMVSS);
"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);
"Liquefied Natural Gas (LNG)"	refers to natural gas in a liquefied form to be used as a motor fuel;
"Liquefied Petroleum Gas (LPG)"	refers to liquefied form of gas derived from petroleum as a by-product of petroleum refining;
"Proposal"	as used herein refers to the bid documents completed by the Contractor by quoting a firm fixed price(s) 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;
"Supervisor"	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 ;
"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

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. EXAMINATION BY BIDDER

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

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

2.2. 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 cashiers 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 his 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 rejection of the bid.

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 shall 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

The bidder must prepare its proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit

price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

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

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

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

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

2.5. SUBMISSION OF PROPOSALS

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

Where proposals are sent by mail to the DEPARTMENT OF PROCUREMENT SERVICES, the bidders will be responsible for their delivery to the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed 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 shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals.

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

The proposal is contained in these contract documents and **MUST NOT BE DETACHED HEREFROM** 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 reject all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.10. PERFORMANCE BOND

When required by the Chief Procurement Officer the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a Performance Bond and Payment Bond (Performance Bond) in the amount of one-fifth (1/5) of the total dollar of bid for five (5) year duration, one-seventh (1/7) of the total dollar amount value of bid for seven year duration, one-ninth (1/9) of the total dollar value for nine year bid duration of the Contract on Form P.W.O. 62, a specimen of which is bound herein if so required. "Annual total dollar value" shall mean the total amount of this Contract divided by the number of years provided in the term of this Contract. In the event the City elects to extend this Contract, the Contractor will provide a Performance Bond in compliance with the terms and conditions 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 shall be withheld ending receipt and approval of a satisfactory Performance Bond.

The Performance Bond shall have a term of one (1) year, but every year it will be renewed for an additional one (1) year term until the term of the contract ends. The renewals will occur without any affirmative act on the part of the surety, Contractor, or the City. However, the surety may elect not to renew the Performance Bond by providing written notice of non-renewal to the Contractor and the City of Chicago Department of Procurement Services no later than ninety (90) calendar days prior to the date which is one year after the date on which the Chief Procurement Officer approves the Performance Bond (the "Anniversary Date") and no later than ninety (90) calendar days prior to each one-year period thereafter. The notice must clearly identify this Contract and include a copy of this page of the Contract. If notice of non-renewal is not received by the Department of Procurement Services ninety (90) calendar days prior to the Anniversary Date, the Performance Bond shall be renewed for another year. If the Performance Bond is not renewed, the Contractor must furnish a replacement bond no later than thirty (30) calendar days following receipt of the notice of non-renewal or sixty (60) calendar days prior to the anniversary of the bid opening date, whichever is earlier. Contractor's failure to provide a replacement Performance Bond shall constitute an event of default under the contract, but not a loss recoverable under the bond.

Attention is called to the provisions of 30 ILCS 550/1, et. seq. and to the provisions of Section 2-92-030 of the Municipal Code of Chicago.

2.11. FAILURE TO FURNISH BOND

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

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

2.13. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-06. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

2.14. CONTRACTOR'S FINANCIAL STATEMENT

If requested by the Chief Procurement Officer the bidder will file with the office of the Department of Procurement Services 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.

2.15. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

1. General Conditions.
2. Addenda, if any.
3. Special Conditions.
4. Plans or City Drawings, if any.
5. Detailed Specifications.
6. Standard Specifications of the City, State or Federal Government, if any.
7. Advertisement for proposals (copy of advertisement to be attached to back of cover).
8. 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.

2.16. NOTICES FROM BIDDER

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

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

2.17. NON-DISCRIMINATION

A. Federal Requirements

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

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

B. State Requirements

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

C. City Requirements

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

2.18. INDEMNITY

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

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

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

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

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

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

2.19. EMPLOYMENT

The Contractor must comply with the Veteran's Preference Act (330 ILCS 55/0.01 *et seq.*) to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State of its political subdivisions.

2.20. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

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

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

- Develop an Emergency Evacuation/Disaster Control Plan consistent with the Commissioner's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.

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

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

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

2.21. LIVING WAGE ORDINANCE

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
1. if the Contractor has twenty-five (25) or more full-time employees, and
 2. if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
 3. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. As of July 1, 2010, 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.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to

comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.

- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

2.22. PREVAILING WAGE RATES

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

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

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

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

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

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

2.23. PAYMENT TO CONTRACTOR

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

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

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

Whenever the Chief Procurement Officer notify the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor neglect or refuse for the period of ten (10) calendar days after such notice is given, as above provided for, to pay such subcontractors, workmen and employees, the City may then apply any money due or that may become due under the contract to the payment of such subcontractors, workmen and employees without other or further notice to said Contractor; but failure of the City to retain and apply such moneys, or of the Chief Procurement Officer to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such subcontractors, workmen or employees upon any bond given in connection with such contract.

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

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

2.24. COOPERATION BETWEEN CONTRACTORS

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

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

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

2.25. COOPERATION

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in

connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

2.26. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

2.27. SUBCONTRACTORS

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

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.

2.28. 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.

2.29. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance_2.pdf. The form must be received by the tenth (10th) calendar day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

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

- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

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

2.30. CASH BILLING TERMS

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

2.31. SUPERVISION

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

2.32. PLANS OR DRAWINGS AND SPECIFICATIONS

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

2.33. PERMITS

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

2.34. MATERIALS INSPECTION AND RESPONSIBILITY

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

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

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

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

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

2.35. AUDITS

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

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

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

2.36. TIME AND PROGRESS

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

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

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

2.37. PROVISIONS RELATIVE TO DELAY

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

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

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

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

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

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

2.39. CONFLICTS OF INTEREST

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

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

2.40. DISCLOSURE OF OWNERSHIP

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

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

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

2.42. 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.

2.43. OFFICE OF COMPLIANCE

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

2.44. CHAPTERS 2-55 AND 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL

INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL

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

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

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

2.46. 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.

2.47. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

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

2.48. MACBRIDE PRINCIPLES ORDINANCE

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

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

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

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

2.49. 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.

2.50. 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.

2.51. FEDERAL TERRORIST (NO-BUSINESS) LIST

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

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other

person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

2.52. COMPLIANCE WITH ALL LAWS

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

a. The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

b. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

2.53. SEVERABILITY

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

2.54. FORCE MAJEURE EVENTS

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 Shuttle Bus Services for Chicago Midway International Airport 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 Shuttle Bus Services for Chicago Midway International Airport within seven (7) calendar days, then the City may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by the City, the Contractor will cause its personnel to appear before the Chief Procurement Officer or any other interested group or body, as directed by the City, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

2.55. FALSE STATEMENTS

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

2.56. DEFAULT

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

2.57. DISPUTES

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago". Is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement 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.

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

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

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

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

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

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

2.59. INELIGIBILITY TO DO BUSINESS WITH THE CITY

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

2.60. DISCLOSURE OF OWNERSHIP INTEREST IN ENTITIES

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

2.61. INDEPENDENT CONTRACTOR

(a) This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Agreement is between the City and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

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

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

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

Shakman Accord

- a. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- b. Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.
- c. Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- d. In the event of any communication to Consultant by a City employee or City official in violation of Section (b) above, or advocating a violation of Section (c) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

3. SPECIAL CONDITIONS

3.1. PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference will be held to answer questions regarding this specification. Attendance is mandatory. The Chief Procurement Officer or his/her representative as well as representatives from the Department will comprise the panel to respond to questions concerning the specification.

The Pre-Bid Conference and site visit will be held on **March 16, 2011** at 10:00 a.m., at Midway International Airport AMC Building located at 6201 South Laramie second floor conference room Chicago, IL 60638, as noted herein and specified in the advertisement of the public notice in this specification.

The Contractor must familiarize itself with the locations for Shuttle Bus Services at Chicago Midway International Airport, and which may affect Contractor's ability to satisfactorily perform the work.

The Contractor will be responsible for visiting Work-Sites to become familiar with the locations and the conditions which may affect his/her work and to fully understand the nature and scope of the work. No additional allowances will be granted to the Contractor for conditions which should have been foreseen by proper examination.

3.2. DEADLINE FOR QUESTIONS/CLARIFICATIONS

The bidders may submit, to the Chief Procurement Officer questions and/or request for clarifications at the following e-mail address: bidquestions@flychicago.com. All such requests must be sent to the attention of:

All requests for clarifications and/or questions must be received on or before **March 23, 2011**. Any requests for clarifications or questions received after this date may not be answered.

3.3. PERFORMANCE BOND

One-fifth $\frac{1}{5}$ of total dollar value of bid price for five (5) year duration, one-seventh $\frac{1}{7}$ of total dollar value of seven year bid price, one-ninth $\frac{1}{9}$ of total dollar value of nine year bid price upon selected duration of contract for award.

3.4. FEES FOR SUBMISSION OF BIDS

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

3.5. CONTRACTOR'S INSURANCE

CONTRACT INSURANCE REQUIREMENTS

Department of Aviation

Midway Airport Shuttle Bus Services

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.

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 \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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 \$5,000,000 per occurrence for bodily injury, property damage and Automobile Physical Damage including comprehensive and collision coverage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

The City of Chicago is not responsible for any loss or damage to Contractors vehicles.

4. Property

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

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

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602 and Department of Aviation 10510 Zemke Road, 60666 original Certificates of Insurance, or such similar evidence, to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

If Contractor is a joint venture 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 provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

3.6. QUANTITIES

Any quantities shown on the Proposal Page are estimated usage for the initial Sixty (60), Eighty-Four (84) or One Hundred-Eight (108) month contract period and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to procure any Shuttle Bus Services for Chicago Midway International Airport other than those determined by the Department of Aviation to be necessary to meet its needs.

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

3.7. PURCHASE ORDER RELEASES

Requests for Shuttle Bus Services for Chicago Midway International Airport in the form of purchase order releases will be issued by the Department of Aviation and sent to the Contractor to be applied against the contract. Purchase order releases will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information and other pertinent instructions regarding delivery.

3.8. INVOICES

Original invoices and Subcontractor Payment Certification forms (see Section titled Subcontractors Payments in the General Conditions of this Contract) must be forwarded by the Contractor to the Department of Aviation to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department of Aviation.

The Contractor must request payment for Services on a monthly basis. Invoices for the preceding month must be submitted within fifteen (15) days of the last day of the month being invoiced. For example, an invoice for the month of January must be submitted by February 15th.

Invoices must be submitted to Chicago Department of Aviation, Chicago Midway International Airport Landside Operations Division, Chicago, Illinois.

The monthly invoices must indicate the dates of Services, total hours of operation for each type of Shuttle Bus Service provided and hourly rate corresponding to item as quoted on the Proposal Pages of this document. In addition to the invoice, the Contractor must submit a Daily Operation Summary Report listing each Shuttle Bus number, the hours of its operation (in military time), the number of hours for each route and total number of all hours.

All invoices and Subcontractor Payment Certification forms must be signed, dated and reference the City contract number. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the items quoted on the Proposal Page.

3.9. ELECTRONIC ORDERING AND INVOICES

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

3.10. PAYMENT

The City will process payment within sixty (60) calendar days after receipt of invoices completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Shuttle Bus Services for Chicago Midway International Airport provided under this contract.

The City will not be obligated to pay for any Shuttle Bus Services for Chicago Midway International Airport provided which were non-compliant with the terms and conditions of these specifications. Any services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.11. BID CANVASSING

The bidder will provide a loaded hourly rate exclusive of fuel for year one (e.g. August 1, 2012 through July 31, 2013) on the Bid Canvassing Form, attached as an Exhibit 1, under item "a". This hourly rate includes all costs including labor, management, equipment, insurance, maintenance, applicable taxes profit and overhead, but excludes the cost of fuel based on the applicable Oil Price Information Service (OPIS) index referenced below. The bidder will provide the average number of gallons of fuel required to operate the bus for one hour under item "b". This average should be based upon the duration of the Contract period and be indicative of the average fuel consumption per hour (in gallons or the appropriate unit of measure for the chosen fuel type) for the applicable bus over the entire duration. For item "c" the Contractor will note the fuel price on November 1, 2010 pursuant to the pricing index (the "Index") referenced below for the type of fuel they are using to propel the applicable type of bus. The selected "Index" will be utilized throughout the life of the Contract to provide price escalation/de-escalation for fuel. **The bidder must complete the Additional Proposal Page as well as the Proposal Page of this specification.**

If the publication of the "Index" utilized by the bidder discontinues its publication during the term of this Contract, the Chief Procurement Officer will have the sole discretion in the selection of a replacement publication to base any fuel adjustments.

The formula is as follows:

$$a + (b \times c) = d$$

$$d \times (520,000, 728,000 \text{ or } 936,000 \text{ depending upon duration}) = e \text{ (Estimated 5,7,9 Year Prices)}$$

Below are the acceptable fuel types, and corresponding indexes noting the February 1, 2011 price in cents per gallon price that will be utilized to canvas the bid as well as annually adjust pricing throughout the duration of the contract.

FUEL TYPE	UOM	PRICE	OPIS INDEX UTILIZED
Natural Gas	Gallon	219.6875	Mt.Belvieu,II Daily Spot OPIS Daily LP Gas facts
Ethanol (E85/E75)*	Gallon	245.77	OPIS Wood River, II Daily Rack Average Price
Propane	Gallon	137.185	OPIS Lemont, II Propane Daily Rack Average Price
Biodiesel (B20)	Gallon	299.47	OPIS Peoria, II B20 SME Daily Rack Average Price (blended with ULSD fuel).

Prices are based on the gross closing (6:00 p.m.) rack average price or daily spot price published on February 1, 2011 as indicated above and provided by the Oil Price Information Service (OPIS) subscription service. See: www.opisnet.com

Source Tim Hawk, OPIS, 888-301-2645 ext. 231.

*E75 is acceptable index to use for winter months as it is the winter blend of E85 for northern climates.

3.12. PRICE ADJUSTMENT

A. FULLY LOADED HOURLY RATE EXCLUSIVE OF FUEL

The price indicated in item “a” on the bid canvassing formula will be applicable for year one (1) (e.g. August 1, 2012 through July 31, 2013) of the Contract. For subsequent years the change in the percentage change of the Municipal Cost Index (“MCI”) will be used to determine the new loaded hourly rate exclusive of fuel. In order to determine this rate for year two (2) of the Contract the percentage change in the “MCI” from August 1, 2012 (base index) to August 1, 2013 (comparison index) will be utilized. For example if the “MCI” increased 3.0% and the original loaded hourly rate excluding fuel was \$50.00 per hour, the new loaded hourly rate exclusive of fuel would be \$51.50 beginning on August 1, 2013. For subsequent years three (3) through five (5), the previous comparison “MCI” will become the base index and the new comparison index will be the one year anniversary of the new base “MCI”. For example, the year three (3) base “MCI” would be August 1, 2013 while the new comparison index would be August 1, 2014. If August 1 falls on a weekend the latest “MCI” on the next Business Day will be utilized.

B. FUEL PRICE ADJUSTMENT

The price escalation/de-escalation for fuel will be adjusted on a retroactive basis throughout the life of the Contract pursuant to the following methodology:

After the conclusion of year one (1) of the Contract (July 31, 2013), the Contractor will submit documentation (a copy of the index identified in bid canvassing formula) showing the average price per gallon for the subject fuel type for the previous 12 month period (August – July). The average will be based on the sum of the index prices on the first of each month or latest date prior to the first of the month (in the event the first of a month is on a weekend or holiday) divided by 12. The differences between these average prices and item “c” from the bid canvassing formula will be multiplied by the actual invoiced operating hours and the average gallons/hour of operation (item b) from the previous year for each type of bus. In the event the average price was higher than the initial price (item “c”) the resulting amount will be owed to the Contractor. In the event the average price is lower than the initial price (items “c”), the City will take a credit from payments due to the Contractor. For subsequent years, the revised fuel price from the previous year will take the place of item “c” used in the initial adjustment and will be compared to the new fuel price (12 month average) in order to determine the fuel reconciliation.

This calculation will be performed at the conclusion of each year of the Contract.

Annual Fuel Reconciliation = Difference in price for fuel per gallon x Average gallons/hour of operation (item b) x Operating hours billed in previous year.

The Contractor is responsible for requesting the annual price adjustments for both the loaded hourly rate exclusive of fuel and for fuel in writing within thirty (30) days of the anniversary date of the Contract. Requests

must be made to the Commissioner according to Detailed Specification section titled “NOTICES FROM CONTRACTOR”.

Failure to request the price adjustment within thirty (30) days of the contract anniversary will result in the request being denied. The Contractor will not be entitled to another adjustment until the following anniversary. The fuel adjustment is only applicable to the one year period preceding the written request.

In the event that there is de-escalation in either fuel or the loaded hourly rate exclusive of fuel, the City has sixty (60) days, after Contract anniversary, to notify the Contractor in writing of the new rates. With respect to fuel, as it is adjusted retroactively, the City reserves the right to reduce the Contractor's monthly invoice for shuttle services in order to receive the funds it is due.

The adjustment of hourly rates including fuel cost and non-fuel related costs under this section “PRICE ADJUSTMENT” will not require a formal modification to the Contract.

Regardless of whether or not the Contractor is requesting a fuel price adjustment in a particular year, the Contractor must provide the City with the applicable monthly index figures by July 31 of each year.

3.13. BASIS OF AWARD

The Contract will be awarded to the lowest responsive and responsible bidder who provides the lowest overall hourly rate for shuttle bus services including fuel and all other operating costs as calculated in box “d” of the “Bid Canvassing Form” attached as Exhibit 2.

The Contractor may propose rate (s) for any or all of the three contemplated durations of 5, 7, and 9 years. The Contract's duration will be based on the lowest overall hourly rate (as calculated in box d of the Additional Proposal Pages) proposed. In the event that a bidder or bidders propose the same lowest rate for two or three durations, the bidder proposing that rate for the longer duration will be awarded the Contract.

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of transportation, operator training, fluids, warranty, applicable taxes, overhead, and profit as required by the specification.

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

3.14. CHICAGO BUSINESS PREFERENCE

For purposes of this provision, a “Chicago Business” is an entity which: (1) has meaningful, day-to-day business operations at a location(s) within the corporate limits of the City of Chicago; (2) reports to the Internal Revenue Service such location(s) as the place(s) of employment for the majority of its regular, full-time work force; (3) holds appropriate City of Chicago business license(s) (if such license(s) are required for the business); and (4) is subject to applicable City of Chicago taxes. City of Chicago taxes include, but are not limited to, employer's expense tax pursuant to Section 3-20-030 of the Municipal Code (if the business has fifty or more employees). Any entity desiring the Chicago Business designation must submit, at the time of bid, a completed, signed and notarized Affidavit of Chicago Business in the form that is included in this bid document as Section 13 (“Affidavit”). Failure to submit a properly completed Affidavit at the time of bid will result in the entity not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted in an Affidavit but is under no obligation to do so. The Chief Procurement Officer's determination as to whether an entity qualifies for designation as a Chicago Business shall be final.

If a bidder is a joint venture, partnership or other business combination consisting of more than one entity (collectively, “joint venture”), and all entities comprising the joint venture (collectively, “members”) are designated Chicago Businesses in accordance with the above paragraph, the joint venture will be deemed to be a Chicago Business. Where not all joint venture members are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Business members hold at least a fifty percent (50%) interest in the joint venture. Chicago Business members have a fifty percent (50%) interest in the joint venture only if the Chicago Business member(s) directly hold(s) a fifty percent ownership interest in the joint venture and either: (A) the Chicago Business member(s) directly employ(s) fifty percent or more of the workforce performing the duties that

the joint venture will self-perform, including but not limited to management of the joint venture itself, or (B) the Chicago Business member(s), as direct subcontractor(s) to the joint venture, perform(s) work or services equal to fifty percent or more of the amount of the bid. Joint venture bidders whose members are NOT all Chicago Businesses must submit with their bids a copy of the signed joint venture agreement, copies any subcontracts with the Chicago Business members, and such other information as they deem relevant and necessary to establish their eligibility for the Chicago Business designation in accordance with this paragraph. Failure to submit such information at the time of bid will result in the joint venture not being considered for the Chicago Business designation. The Chief Procurement Officer reserves the right to investigate and verify any information submitted by a joint venture bidder but is under no obligation to do so. The Chief Procurement Officer's determination as to whether a joint venture qualifies for designation as a Chicago Business shall be final.

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

3.15. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

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

Other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases will 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.

3.16. CALCULATION OF MBE/WBE COMMITMENT

For purposes of calculating bidder's percentage of MBE and/or WBE dollar commitment toward the minimum goal stated in the Special Condition regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidder's total bid price will be used to calculate the dollar value commitment to each MBE and/or WBE firm listed on the 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 the MBE/WBE plan which are proportionate to the dollar value of this contract.

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written subcontracts must be made available to the Chief Procurement Officer upon request.
- B. During the term of the Contract, the Contractor will submit quarterly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the 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.
- C. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.

(NOTICE: Do not submit invoices with MBE/WBE Utilization Reports.) Final payments may be held until the Utilization Reports have been received.

- D. The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the 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.

3.17. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

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

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

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

3.18. CONTRACT PERIOD

The City anticipates awarding a Contract in April/May 2011.

The duration of the Contract will either be 5, 7, or 9 years depending upon which duration receives the overall lowest hourly proposed rate in box d of the "Bid Canvassing Form" in either the 5, 7, or 9 year durations.

The Contractor will begin providing Services on or about August 1, 2012.

3.19. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the sixty (60), eighty-four (84) or one hundred-eight (108) month Contract period. The Chief Procurement Officer may unilaterally extend this Contract following the expiration of the base Contract term for a period of no more than one hundred eighty-one (181) calendar days at the same terms and conditions and prices as of the base Contractor, for the purpose of providing continuity of service while procuring a replacement Contract.

3.20. AVIATION SECURITY

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

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

Confidentiality of Airport Security Data.

Contractor acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Contractor in connection with this Contract. Contractor has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders".

3.21. AIRPORT SECURITY BADGES

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

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

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

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

- Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Drivers

License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

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

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

3.22. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

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

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

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

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

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to FAA requirements. All obstruction lights must be kept continuously in operation between sunset and sunrise seven (7) days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than five (5) miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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.

3.23. 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 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.

3.24. PUBLIC CONVENIENCE

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

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

3.25. ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any Service will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Shuttle Bus Services for Chicago MIDWAY International Airport which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

3.26. DEEMED INCLUSION

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

3.27. MODIFICATIONS/AMENDMENTS

With the exceptions of Section 3.19, Time Extension and Adjustment of Fully Loaded Hourly Labor Rates, allowed under Section 3.12., Price Adjustments, no changes, amendments, modifications, cancellations or discharges of this Contract, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents or representatives.

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

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

3.28. NON-APPROPRIATION

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

3.29. LIQUIDATED DAMAGES/LETTER OF CREDIT

Liquidated Damages

Failure of the Contractor to provide Services as required under this Contract would jeopardize the operations of Chicago Midway International Airport and the City, as a result, would incur additional costs and other tangible and intangible losses. Therefore, the City will deduct, as liquidated damages, an amount equal to the amount that would have been paid for Services required of Contractor but not provided by Contractor under any of the following circumstances or any combination of the following circumstances: (1) Contractor fails to commence providing the Services on the date specified in this Contract; (2) the Contractor fails to provide any of the Services specified in this Contract for a period of time exceeding thirty (30) minutes; or (3) the Contractor fails to provide the Shuttle Busses specified in this Contract. This deduction will take place during the monthly audit of the Contractor's invoice, and will be figured at the same hourly rate established for billable hours. Such moneys shall be paid as liquidated damages, not a penalty, to partially cover costs and losses incurred by the City.

The City will recover such liquidated damages by deducting the amount thereof out of an irrevocable, unconditional letter of credit that the Contractor will be required to provide for the benefit of the City, as further described below. If the letter of credit is insufficient to cover any liquidated damages, the City will recover such liquidated damages by deducting the amount thereof out of any moneys due or that may become due to the Contractor. If such moneys are insufficient to cover said liquidated damages, the Contractor must pay the City any remaining amount due.

Nothing contained in this section will be construed as limiting the right of the City to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the City for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breach or breaches in any other respect, including but not limited to, defective or deficient Services. Additionally, nothing in this section will be construed as a waiver by the City of any other rights or remedies that exist under this Contract, at law or in equity, including the right to terminate the Contract.

Letter of Credit

1. Terms of the Letter of Credit

(a) No later than seven (7) business days after request for the same by the Chief Procurement Officer, Contractor must provide the Department of Procurement Services an irrevocable, unconditional letter of credit. Contractor's failure to provide the letter of credit by the date specified herein will render Contractor's bid non-responsive and Contractor's bid may be rejected by the Chief Procurement Officer. The face amount of the letter of credit and

any replacements or renewals thereof must be in the amount of \$250,000. The face amount of the letter of credit and any replacements or renewals thereof must be maintained by Contractor through and including the date upon which this Contract terminates. The letter of credit must be in the form set forth in Exhibit 1. The original letter of credit, and all replacements of it, must be issued with an expiry date no later than the date upon which this Contract terminates. The letter of credit will be used to secure payment by Contractor of any liquidated damages Contractor owes to the City, pursuant to the terms of this Contract.

(b) The Chief Procurement Officer is entitled to draw on the letter of credit if proof of renewal of the letter of credit or a replacement letter of credit in form and substance satisfactory to the Department of Procurement Services has not been furnished to the Department of Procurement Services at least thirty (30) days before the expiration date thereof, and will hold the proceeds as cash to secure the full payment of liquidated damages that Contractor owes to the City under this Contract. The City is not obligated to pay or credit Contractor with interest on any letter of credit, or equivalent held in cash.

(c) The letter of credit must provide that the Chief Procurement Officer may draw (including multiple draws) upon the letter of credit in whole or in part upon the delivery by the City to the issuer of that letter of credit of a demand for payment, purportedly signed by the Chief Procurement Officer, together with a written statement that the Chief Procurement Officer is entitled to draw on the letter of credit pursuant to the terms of this Contract. If amounts are drawn under the letter of credit in accordance with the terms of this Contract, Contractor must take such actions as may be necessary to reinstate the letter of credit to the full amount required in this Contract within three (3) days of notification by the City of its withdrawal against the letter of credit. The rights reserved to the City under the letter of credit are in addition to any rights it may have pursuant to this Contract, in equity or under law.

2. Qualified Issuers

The letter of credit called for in this Contract must be issued by companies or financial institutions authorized to do business in Illinois, satisfactory to the City's Comptroller, and which have an office in Chicago where the City may draw on the letter of credit. If the financial condition of letter of credit issuer issuing the letter of credit materially and adversely changes, the City may, at any time, require that the letter of credit be replaced with a letter of credit in accordance with the requirements of this Contract.

3. No Excuse from Performance

None of the provisions contained in this Contract or in the letter of credit required by this Contract are to be construed to excuse the faithful performance by Contractor of the terms and conditions of this Contract or limit the liability of Contractor under this Contract for any and all damages in excess of the amounts of the letter of credit.

4. Non-Waiver

Notwithstanding anything to the contrary contained in this Contract, the failure of the Chief Procurement Officer to draw upon the letter of credit required by this Contract or to require Contractor to replace the letter of credit at any time or times when the City has the right to do so pursuant to this Contract does not constitute a waiver or modification of the Chief Procurement Officer's rights to draw upon the letter of credit and to require Contractor to maintain or, as the case may be, replace the letter of credit, all as provided in this section.

3.30. DEFAULT AND REMEDIES

Default

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

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
2. Contractor's material failure to perform any of its obligations under this Contract including the following:
 - a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- b) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - e) Failure to comply with a material term of this Contract, including the provisions concerning insurance and nondiscrimination or compliance of procedures and services with the provisions concerning non-discrimination.
3. Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

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

Remedies

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

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Contract, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Contractor must discontinue any Services, unless otherwise directed in the notice. After giving a Default Notice, the City may invoke any or all of the following remedies:

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

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

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

The right to money damages;

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

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

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

If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default,

Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

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

3.31. AMERICANS WITH DISABILITIES ACT

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

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 effective date stated in the notice.

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

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

4. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (NON-CONSTRUCTION)

4.1. POLICY AND TERMS

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

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

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

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

- C. This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing. Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE will not be credited more than once against a Contractor's MBE or WBE commitment in the performance of the contract.
- D. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this contract.
- E. The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

4.2. DEFINITIONS

- A. "**Minority Business Enterprise**" or "**MBE**" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "**Women Business Enterprise**" or "**WBE**" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. "**Directory**" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance

Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

- D. **"Area of Specialty"** means the description of a MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of its Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

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

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

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

4.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

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

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

- C. The participation of MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of MBE or WBE credit.
- D. Credit for the participation of MBEs/WBEs as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

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

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

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

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

A. Direct/Indirect Participation

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

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 1. Names, address and telephone numbers of MBE/WBE firms solicited;
 2. Date and time of contact;
 3. Method of contact (written, telephone, transmittal of facsimile documents, etc.)
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 1. Project identification and location;
 2. Classification/commodity of work items for which quotations were sought;
 3. Date, item and location for acceptance of subcontractor bid proposals;
 4. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;

5. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

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

B. Assist Agency Participation

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

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

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

4.5. PROCEDURE TO DETERMINE BID COMPLIANCE

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

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

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

B. Letters of Certification.

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

C. Joint Venture Agreements.

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

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

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

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

4.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice. **(NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.")** Final payments may be held until the Utilization Reports have been received.
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

4.7. 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."

4.8. NON-COMPLIANCE AND DAMAGES

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

- A. Failure to satisfy the MBE/WBE percentages required by the contract; and

- B. The contractor or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and was misrepresented by the contractor.

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

4.9. ARBITRATION

- A. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

4.10. RECORD KEEPING

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

4.11. INFORMATION SOURCES

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

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

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

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

Project information and general MBE/WBE information:

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

5. ATTACHMENT A - ASSIST AGENCY

African American Contractors Association
3901 S. State
Chicago, Il 60653
Phone #: (312) 915-5960
Fax #: (312) 567-9919
Web: None
Email: omaraaca@hotmail.com
Attn: Omar Shareef, President

Asian American Alliance
222 W. Cermak Road
Suite 303
Chicago, Il 60616
Phone #: (773) 293-1249
Fax #: (773) 36420399
Web: www.asianamericanalliance.com
Email: ctakada@asianamericanalliance.com
Attn: Mitch Schneider, Executive Director

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, Il 60607
Phone #: (312) 563-0746
Fax #: (312) 666-1785
Web: None
Attn: Perry Nakachi, President

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

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

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

Cosmopolitan Chamber Of Commerce
560 West Lake St., Suite 5th Floor
Chicago, Il 60661
Phone #: (312) 786-0212
Fax #: (312) 234-9807
Attn: Gloria Bell, Executive Director

Federation Of Women Contractors
5650 S. Archer Avenue
Chicago, Il 60638
Phone #: (312) 360-1122
Fax #: (312) 360-0239
Web: www.fwcchicago.com/
Attn: Beth Doria, Executive Director

Hispanic American Contractors Industry Association
(HACIA)
901 West Jackson Boulevard
Suite 205
Chicago, Il 60607
Phone #: (312) 666-5910
Fax #: (312) 666-5692
Web: www.haciaworks.org
Email: mailto:csatoy@haciaworks.org
Attn: Ceasar A. Santoy, Executive Director

(Rev. 11/05)

Latin American Chamber Of Commerce
3512 West Fullerton Avenue
Chicago, Il 60647
Phone #: (773) 252-5211
Fax #: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com
Email: lacc@latinamericanchamberofcommerce.com
Attn: Anthony Guillen, Director

Illinois Hispanic Chamber Of Commerce
(Formerly MACC)
33 N. LaSalle Street
Suite 1720
Chicago, Il 60602
Phone #: (312) 372-3010
Fax #: (312) 372-3403
Web: www.maccbusiness.com
Attn: Juan Ochoa, President & CEO

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
Email: info@nawbochicago.com
Attn: Clair Gregoire, President

Rainbow/PUSH Coalition
930 E. 50th Street
Chicago, Il 60615
Phone #: (773) 256-2728
Fax #: (773) 256-2751
Web: www.rainbowpush.org
Attn: Donna Gaines, Deputy Director Trade
Bureau

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

Successful Independent Network Association (Sin)
2100 W. Washington
Chicago, Il 60612
Phone #: (312) 850-1665
Fax #: (312) 850-1665
Email: dianejonesin@yahoo.com
Attn: Diane Jones, President
Attn: Arnette King, General Manager

Triton College
Small Business Development Center
2000 Fifth Avenue
Room R-201
River Grove, Il 60171
Phone #: (708) 456-0300 Ext. 3714

Uptown Center Hull House
4520 N. Beacon Street
Chicago, Il 60640
Phone #: (773) 561-3500
Fax #: (773) 561-3507
Web: www.hullhouse.org/edu.htm
Email: mailto:croeschley@hullhuose.org
Attn: Curt Roeschley, Director
Small Business Development

Women's Business Development Center
8 South Michigan Avenue, Suite 400
Chicago, Il 60603
Phone #: (312) 853-3477
Fax #: (312) 853-0145
Web: www.wbdc.org
Email: mailto:hrtatner@wbdc.org
Attn: Hedy Ratner, Executive Director
Carol Dougal, Co-President

The Chicago Area Gay & Lesbian Chamber of
Commerce
1210 W. Rosedale
Chicago, IL 60660
Phone #: (773) 303-0167
Fax #: (773) 303-0168
Web: <http://www.glchamber.org/>
Attn: Barry A. Flynn, Executive Director

Rev. 4/12/05

6. ATTACHMENT B

On Bidder/proposer's Letterhead

RETURN RECEIPT REQUESTED

(Date)

Re: Specification No.: 91157

Description: Shuttle Bus Services at Chicago MIDWAY International Airport

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative Address/Phone

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

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

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

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

Sincerely,

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

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

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

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s): _____
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s): _____
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE ownership of the joint venture? _____
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

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

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

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

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

F. Identify each current City of Chicago contract and each contract completed during the past two 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: _____

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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 his/her 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 venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

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

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

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

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

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

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

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____
(SEAL)

8. SCHEDULE C-1

Name of Project: Shuttle Bus Services at Chicago MIDWAY International Airport

Specification Number: 91157

From: _____
(Name of MBE/WBE Firm)

MBE: Yes ___ No ___

WBE: Yes ___ No ___

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

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

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

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

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

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

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

Name /Title (Print)

Date

Phone

9. SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Project Name: Shuttle Bus Services at Chicago MIDWAY International Airport

Specification No.: 91157

State of _____

County (City) of _____

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

Name of Bidder/Proposer

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

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

I. Direct Participation of MBE/WBE Firms

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

A. If bidder/proposer is a certified MBE or WBE firm, attach copy of the City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes ____ No ____* *(see next page)

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

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

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

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

6. Attach additional sheets as needed

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

II. Indirect Participation of MBE/WBE Firms

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

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

A. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ___ No ___* *(see next page)

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

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

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

E. Attach additional sheets as needed.

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

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

1. MBE Direct Participation (from Section I.)

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

2. MBE Indirect Participation (from Section II.)

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

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

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

2. WBE Indirect Participation (from Section II.)

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

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

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

Name: _____ Phone Number: _____

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

Signature of Affiant (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____(date)

by _____(name /s of person/s)

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

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

Signature of Notary Public

(Seal)

10. DBE/MBE/WBE UTILIZATION REPORT

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

Contract Administrator: _____

Specification No. 91157

Phone No. _____

Contract No.

Date of Award:

Utilization Report No.

STATE OF: (_____)

COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

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

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

(Address of Company) (Phone)

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

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

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

Amount Billed to City: \$ _____

Amount Paid to Prime Contractor: \$ _____

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

Name of Contractor: _____

(Print or Type)

Signature: _____

(Signature of affiant)

Name of Affiant: _____

(Print or Type)

Date: _____

(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ name/s of person/s)

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

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

Signature of Notary Public

(Seal)

11. DETAILED SPECIFICATIONS

11.1. SCOPE OF WORK

The Shuttle Bus Services under this Contract shall include the furnishing of all trained labor (e.g., drivers, dispatchers, mechanics, administrators, etc.), equipment, vehicles, (e.g., buses), materials, tools, repair/maintenance facilities, operations and other Shuttle Bus Services (e.g., dispatching, inventory control, administration, maintenance etc.) required to provide comprehensive passenger transportation and related services ("Shuttle Bus Service") as well as emergency busing services when determined necessary by the Commissioner at Chicago Midway International Airport between the terminals and parking lots as further described in accordance with the terms and conditions of this specification herein.

The Contractor shall be required to furnish twenty (20) new Shuttle Buses (i.e. model year 2011 or newer) as further specified in these Detailed Specifications and as shown below in (section 11.3) by no later than July 1, 2012.

These Buses shall be for the sole purpose of providing services under this Contract and not be utilized for any other purposes. When the Contract expires, the Contractor shall own the buses.

All vehicles ("the Shuttle Buses") must meet accepted transportation industry standards based on expected usage.

Chicago Midway International Airport is a dynamic customer / passenger-oriented environment which operates twenty four (24) hours a day and three hundred sixty five (365) days a year. During the course of the Contract it is anticipated that there may be future expansion of Facilities and or reconfiguring of parking lots. The City reserves the right to modify routes, bus schedules, hours of operations, stops, and other facets of the service on a temporary or permanent basis with one hour advance notice to the Contractor.

The Contractor must communicate any and all problems in performance of the Shuttle Bus Services which impact the schedule for such performance to the Midway Command Center 24 hours a day, 7 days a week. The Contractor must communicate and provide ways to improve Shuttle Bus service and operational efficiency.

Quality Assurance "QA" meetings will be scheduled monthly at the Commissioner's discretion and will serve as a means to discuss overall operations, problems, solutions, required actions and responsibilities any other issues pertaining to the efficient and effective delivery of services.

The Contractor must provide Shuttle Bus Service serving the following Facilities and Parking lots: The Economy Garage which has 6,300 spaces, the Economy Red Lot which has 1,220 spaces, the Economy Yellow Lot which has 600 spaces, Employee parking Lot A which has 334 spaces, and Employee parking Lot B which currently has 885 spaces. From time to time the Department may increase or decrease the number of parking spaces and or expand the Facilities requiring Shuttle Bus Service.

All Economy Lot buses in service shall be in transit at all times. There shall be no "dwell time" allowed during operations. Employee Lot buses will be on a Time Schedule. All buses are required to have Atomic Clocks.

It is the sole responsibility of the Contractor to ensure that all buses are suitable and capable of performing the Shuttle Bus Services. All buses must be capable of safely maneuvering on the roadways and through the parking lots. A general layout as indicated in Exhibit 1, shall provide bidders with a basic overview of the Airport property requiring Shuttle Bus Services. In addition to the Pre-Bid Conference, bidders are encouraged to thoroughly inspect the shuttle routes to insure that the proposed vehicles, as operated by their drivers, are capable of performing as required. Chicago Department of Aviation personnel are available to escort bidders along the shuttle routes. Arrangements can be made by contacting Greg McGhee, Assistant Commissioner of Chicago Department of Aviation Midway Landside Operations at greg.mcghee@cityofchicago.org. or by phone at 773.838.0787.

Contractor must provide additional Shuttle Buses to serve as reserve buses for emergency shuttle service, to replace inoperative buses and for face to face relief.

11.2. BIDDER'S QUALIFICATIONS AND SUBMITTAL

QUALIFICATIONS

The contractor shall possess and provide sufficient evidence of experience in provision of comparable Shuttle Bus Service. The contractor shall have substantial experience providing such Services of comparable size and complexity as anticipated for Midway operation. The Bidders shall provide a list of three (3) recent projects covering similar type of service which are required by the City as described herein. The list shall include the account name, contact person, phone number, size of the project, project staffing, equipment utilized, length of services provided, litigation, if any, associated with the project (that the Contractor is involved in), and any issues where the Contractor was considered negligent or in the noncompliance with the services required on that project. The Chief Procurement Officer's determination regarding the relevance of experience will be final.

BIDDER'S SUBMITTAL

The following information must be submitted by bidder with its proposal so that bidder's responsiveness, responsibility, and qualifications can be determined:

1. Bidders must submit resumé with references which details their qualifications and work experiences. Their resumé should contain all the information described in the above qualifications paragraph.
2. Bidders must provide photographs, renderings or sketches of the proposed Shuttle Buses bidder intends to provide, including the year, make, model, interior configuration, and exterior paint scheme.
3. Documentation from manufacturer, dealer, or distributor of Shuttle Buses bidder intends to provide evidencing such manufacturers, dealer's or distributor's readiness, willingness, and ability to provide the shuttle busses according to the specifications and delivery requirements set forth herein.

11.3. SHUTTLE BUS SPECIFICATIONS

All Shuttle Buses must be new as set forth herein and must have a certified minimum useful life of one year greater than the duration of the Contract and comply with vehicle life and Federal Motor Vehicle Safety Standards (FMVSS) as determined by the Altoona Testing Facility of the Federal Transit Administration (FTA).

The Chicago Department of Aviation is committed to environmental stewardship and is interested in ensuring that the Shuttle Bus Service providing efficient movement of passengers at Midway International Airport is provided for in a sustainable manner. To that end, all Shuttle Buses must meet the following vehicle, fueling, and operating specifications:

1. All shuttle buses must be new (i.e. model year 2011 or newer) with an engine manufactured to comply with US EPA 2011 on-highway emissions regulations. Shuttle Buses must have a certified minimum useful life of no less than one year greater than the duration of the Contract for which the bus model is being proposed, and must comply with vehicle life and Federal Motor Vehicle Safety Standards (FMVSS) as determined by the Altoona Testing Facility of the Federal Transit Administration (FTA). As an example, for the seven (7) year duration option the bus must have a useful life of not less than eight (8) years.
2. Each Shuttle Bus used in the performance of this contract must meet one or both of the following requirements:
 - a. All shuttle buses must be capable of being fueled with an alternative fuel as defined by the Energy Policy Act of 1992 (i.e., a fuel listed by the US Department of Energy as an alternative fuel and fueled a minimum of 70%, by BTU content, on that alternative blended fuel), as listed below:
 - Mixtures containing ethanol (E85) or greater*
 - Mixtures containing 20% (or greater) biodiesel meeting ASTM D 6751 (See Specification #3 below)*
 - Natural gas (CNG - compressed or liquefied)
 - Liquefied petroleum gas (propane)

The Energy Policy Act of 1992 (EPAAct)¹ generally defines an “alternative fuel” as a fuel that is substantially non-petroleum and yields energy security and environmental benefits. For more information about alternative vehicle fuels, consult: <http://www.afdc.energy.gov/afdc/fuels/index.html>.

And/or:

- For the purposes of calculating initial Fuel cost or fuel price adjustment for ethanol or biodiesel, the index provided for E85 and B20 will be utilized even if the Contractor is using a mix with a larger amount of ethanol or biodiesel such as E100 or B100.
 - b. Use of Shuttle Buses powered by a hybrid-electric or hybrid-hydraulic propulsion system with significant demonstrated reduction in fuel usage versus a non-hybrid vehicle and with an engine manufactured to comply with US EPA 2011 on-highway emissions regulations.
- 3. Diesel fuel used in conjunction with low-emission, hybrid, bi-fuel, and dual-fuel engines and fuel cells is limited to ultra low sulfur diesel (ULSD) fuel and the alternative fuels listed above. As defined by the U.S. EPA, ULSD fuel has a maximum sulfur content of 15 parts per million (ppm). The diesel component must be a biodiesel blend of not less than 20% biodiesel meeting ASTM D 6751 (with 80% petroleum ULSD diesel) regardless of season/climate. Common biodiesel feedstocks are typically based on new and used vegetable oils, such as soy, mustard, canola, safflower, rapeseed, and/or palm oils; the biodiesel must not be derived from animal-based feedstocks. The biodiesel fuel price must be taken from an index that bases the price off a soy methyl ester (SME) feedstock.
- 4. This Contract requires that the Contractor provides the fuel necessary to operate all shuttle buses. Contractors must submit proposed locations of the fueling stations or strategy to obtain fuel; no fuel infrastructure, facility, or location will be provided by the City.
- 5. Each shuttle bus used in the performance of this Contract must be outfitted with a functioning idle-shutdown timer to automatically shut down the vehicle’s engine after three minutes of idling. Idle-reduction devices must allow for the elimination of unnecessary idling while providing for the comfort and safety of the driver and passengers. Such equipment may include, but is not limited to, additional battery storage, auxiliary fuel-fired heaters, auxiliary battery powered air conditioners and packaged auxiliary-power-unit solutions. The Contractor must strictly enforce a no-idling policy on all drivers involved in performance of this contract while ensuring that vehicle scheduling and on-board idle-reduction equipment function to reduce any need for idling.
- 6. The Contractor must provide the City with evidence that all Shuttle Bus propulsion systems are warranted by the Original Equipment Manufacturer (OEM) to operate on alternative fuels; converted propulsion systems are not acceptable under this Contract. In addition, the Contractor must ensure that the application and installation of major bus subcomponents and systems are compliant with all applicable requirements and recommendations established by the vendor.
- 7. Reporting: The selected Contractor must provide an inventory of all shuttle buses in service at the Airport, the type of fuel or technology used, and any other documentation requested by the Department to verify compliance. The Contractor must annually submit to the Department vehicle registrations including bus type, make, model, year, horsepower rating, and VIN. The Contractor must maintain logs of all fuel used and submit monthly fuel usage reports to the Department on a quarterly basis. The Contractor must maintain on-file certified laboratory results confirming the blend, quality, and quantity of the alternative fuel used; certified laboratory results must be submitted to the City on a semi-annual basis and fuel providers must provide an affidavit confirming the gasoline equivalents. The Department has the right to inspect vehicles and sample fuel as necessary to verify compliance with the requirements of this section.
- 8. Each shuttle bus must be clearly marked as an alternatively fueled vehicle. Such signage, markings, decals, etc. are to be approved by the Department.
- 9. Contractor support vehicles which may be used in support of this Contract at any time must operate on alternative fuels as specified in Specification #2 above. These vehicles are anticipated to include passenger vehicles, small and large SUVs and pickup trucks, repair vehicles, and specialty vehicles as applicable.

¹ As amended by the Energy Conservation Reauthorization Act of 1998, EPAAct 2005, and the Energy Independence and Security Act of 2007.

10. Fuel Efficient Driver and Vehicle Operating Training: The Contractor must administer eco-driving and vehicle operating training annually to their drivers, to ensure that alternatively fueled vehicles are used as intended and that driving techniques are used that reduce fuel consumption, greenhouse gas emissions, and accident rates.
11. All buses must be capable of safely maneuvering on the roadways and through the parking lots (**See EXHIBIT 1**).
12. The shuttle buses must achieve normal operation in ambient temperature ranges of -10 degrees to 115° F, at relative humidity between five (5) percent and one hundred (100) percent, and at altitudes up to 3,000 feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below -10° F, above 115° F, or at altitudes above 3,000 feet.

Special equipment or procedures may be employed to start the shuttle bus after being exposed for more than four (4) hours to temperatures less than 30° F without the engine in operation. Speed, gradability, and acceleration performance requirements shall be met at, or corrected to, 77° F, 29.61 inches Hg, dry air.

13. Shuttle buses must have minimum capacity (not less) twenty-one (21) seats for riders plus room for ten (10) standing passengers. Contractor must provide Shuttle Buses that must have a turning radius not to exceed thirty-two (32) feet, measured from the rear axle to the outer most protrusion of the front left and front right corners of the bus. Buses must have perimeter seating and include an easily accessible luggage rack. All buses must be equipped with wheel chair lift equipment and hand rails throughout the interior of the bus including at all doors. This is to ensure compliance with the Americans with Disabilities Act ("ADA").
14. All shuttle bus bodies must be constructed of a material that conforms to current National Transportation Safety Board ("NTSB") and industry manufacturing, fire, and collision standards for such materials in transit buses. All buses must comply with the latest standards and safety requirements of the FMVSS.
15. Windows may either be of a fixed or operable (opening) design.
16. All Shuttle Buses must contain an on-board, public address system as well as a two-way voice-type communications system capable of contacting the Contractor's dispatcher or fire and police as appropriate. The Contractor must provide on all Shuttle Buses Two-Way Motorola Radios and purchase all applicable Motorola Radio and/or communications systems that will interface with the City's Motorola System. This system(s) must be located in the Contractor's on-site dispatcher's office. In addition, the Contractor will allow the Department to program the Contractor's radio frequency on City-owned radios to have an immediate, direct emergency communication link to the individual buses.
17. Luggage racks must not appear overhead or beneath seats.
18. All Shuttle Buses must contain door openings located on the curbside near both the front and rear of the bus and be equipped with double-width bi-fold doors to allow for safer and faster loading and unloading. Doors must have adequate power system for operation. Entrance to the cabin must have a low step or one step for ease and efficiency of loading and unloading.
19. All Shuttle Buses must be of low-floor construction to provide for safe and quick passenger ingress and egress and to minimize passenger injury potential.
20. All Shuttle Buses must be equipped with large visible LED signs with programmable message capabilities which display messages with a minimum of four inch (4") lettering. Signs must be on front and right side of the Shuttle Bus and be visible to people outside the bus. The message language and text may be modified during Contract term at the Department's request.
21. Standard non-smoking signs must be affixed in all Shuttle Buses.
22. The Department reserves the right to place additional signage inside and outside the Shuttle Buses at the Commissioner's sole discretion. All Shuttle buses interior must have an advertising display space. No Contractor-supplied advertising will be allowed on the exterior or interior of the Shuttle Buses. The City reserves the right to place advertising on Shuttle Buses at its own cost without additional compensation to the Contractor. The City will

determine the content of such advertising and will be entitled to collect any revenue generated therefrom. The City will remove such advertising at the end of the Contract at no cost to the Contractor.

23. All shuttle buses must be climate control with air conditioning and heat.
24. All shuttle buses must meet the requirements set forth in the Special Conditions section titled "Americans with Disabilities Act". All shuttle buses must be accessible to the disabled and must contain wheelchair lifts with tie-downs on a wheelchair loading system or a ramp to provide entry by wheelchair to accommodate the disabled.
25. The engine shall have on-board diagnostic capabilities that shall be able to monitor vital functions, store out-of-parameter conditions in memory, and communicate faults and vital conditions to service personnel. Diagnostic reader device connector ports, suitably protected against dirt and moisture, shall be provided in operator's area and inside the engine compartment. The diagnostic reader device connector ports for the engine, transmission and ABS shall be located in close proximity to each other and shall be accessible through the same access panel in both driver's and engine compartment area. The on-board diagnostic system shall inform the operator via visual and/or audible alarms when out-of-parameter conditions exist for vital engine functions
26. The Department will provide electronic transponders to be installed on the Shuttle Buses during the term of the Contract which will automatically trigger the entry and exit gates for Shuttle Buses servicing the Economy and Employee parking Lots.
27. All Shuttle Buses must be equipped with GPS monitoring system for tracking the location of Shuttle Buses. The contractor is responsible for the installation of this GPS based monitoring system. The Department must approve the system. The Contractor will also be responsible for installing the electronic transponders.
28. All Shuttle Buses must have a uniform exterior paint scheme which shall be approved by the Commissioner.
29. The Department maintains the right of inspection and approval or disapproval of all Shuttle Buses prior to award of Contract as well as periodic and unannounced inspections, at its discretion, to ensure ongoing compliance with the above specifications.

11.4. CITY'S & CONTRACTOR'S RESPONSIBILITIES

CITY'S RESPONSIBILITIES

In support of the Shuttle Bus Services provided under this Contract, the City shall:

1. Identify and make available to the Contractor a location on the Department's property as listed at 5611 West 55th Street for staging and dispatching buses.
2. Identify an authorized representative of the Commissioner responsible for addressing inquiries, problem, issues, and other communications as well as monitoring the Contract.

CONTRACTOR'S RESPONSIBILITIES

In providing the Shuttle Bus Services under this Contract, the Contractor shall:

1. Exercise safe, sanitary, and sound business practices, at all times during the performance of the Shuttle Bus Services.
2. Require all employees and subcontractors, if applicable, to wear suitable uniforms during the time they are performing the Shuttle Bus Services. Each employee of the Contractor or subcontractor shall wear a Midway Airport, Chicago Department of Aviation photo identification badge and company photo identification, issued by the Contractor at all times while providing Shuttle Bus Service and/or when on the Department of Aviation premises.

3. Require all employees and subcontractors, if any, to comply with any and all instructions issued by the Commissioner or Commissioner's Representative.
4. Keep Buses operational, clean and free of debris (i.e. interior and exterior) on daily basis.
5. Require all personnel to report and document any hazardous or unsafe conditions that may affect the well being of Chicago Midway Airport employees, passengers, travelers, and/or visitors meeting the traveling public, as well as any vandalism, theft, deterioration, graffiti, damage, spills, signs of trespass, unusual activity or the like, that may affect the operation and/or safety of Airport properties. Any such activities will be reported to the Commissioner or the appointed designee. If any items (in the normal daily route) have been damaged or are in need of repair or replacement and have been determined to be a potential safety hazard shall be reported daily, in writing.
6. Provide all vehicles, supplies, equipment, tools, materials, parts, transportation, facilities, and labor in sufficient quantities and as requested to fulfill the Contract.
7. Submit daily, weekly, monthly and annual reports in a form and with content as required by the Commissioner. Such reports at a minimum must provide detailed information regarding problems incurred and solutions provided to correct them; equipment repairs and any outstanding or new issues of relevance to the operation.
8. Provide evidence of all appropriate valid business licenses, commercial driver's licenses and respective state driver's licenses, certification, and testing for drivers and key personnel.
9. Provide a management- level contact person on-site 24 hours a day, 7 days a week who will be responsible for the overall service.
10. Become familiar with all physical conditions, site characteristics, routes, and means of access, ingress (entering) and egress (exiting) to and from all locations where Shuttle Bus Services are provided and bring to the Commissioner's attention how any existing conditions may affect the delivery of the Service.
11. Comply with all Federal, State, and City regulations that may be applicable to Shuttle Bus Services and Airport operations.
12. Attend and participate in all Quality Assurance (QA) meetings as required under this Contract.
13. Provide lost and found services for passengers, with an appropriate phone number and location of such, to reclaim their possessions. The City of Chicago shall have no responsibility or liability for the lost and found service or for items left on buses.
14. Maintain its own facility as well as the location on Chicago Department of Aviation (CDA) property location at 5611 West 55th Street. The Contractor's facility shall be used for storage, maintenance and general functions related to operating the buses. CDA's designated location, used by Contractor, shall be used for staging and operation at the Airport and includes, but not limited to: dispatch, lost and found, airport administration, and employee comfort. The Contractor will be responsible for providing all utilities necessary for the facility (e.g. telephone, water, electricity, heat etc.) at the Contractor's expense.
15. Refrain from the repair or maintenance of shuttle buses or equipment on Airport property or roadways near the Airport unless pre-approved by the Commissioner.
16. Buses/vehicles must fuel and refuel on Contractor's time and not while they are in service.
17. Provide for timely maintenance and repairs of shuttle buses in accordance with manufactures' recommendations. Contractor shall utilize only qualified and competent mechanics.
18. Contractor shall communicate any and all problems in performance of the Shuttle Bus Services which impact the schedule for such performance to Midway Command Center 24 hours a day, 7 days a week.

REPORTING REQUIREMENTS

At a minimum, a Daily Activity Report shall be submitted by the Contractor. The Report shall contain key information regarding the Shuttle Bus Services such as the frequency of service delivery, conditions affecting service, vehicle issues and only other data that may need to be acted on or that will serve to keep the Commissioner informed of issues on a daily basis. The Contractor shall keep a Daily Activity Report for each bus in service during each shift. Each Daily Activity Report shall be given to the Commissioner the morning following the date of service identified in the Report. Attached to these Specifications are **Exhibit 2 through 4** that are illustrative of reports that are currently in use for reporting key information to CDA. The Contractor shall provide the same or similar reports during the provision of the Services. The Commissioner may require other reports to be prepared by the Contractor at the Commissioner's sole discretion.

CUSTOMER SERVICE

As mentioned earlier in this Specification, customer service is an important and essential part of delivering the Services. Therefore, it is a requirement that all of the Contractor's personnel, particularly drivers, are properly trained in dealing with the public in a manner that reflects the good will of the City and Airport and sustains a positive image and impression. In addition to each driver's conduct in dealing with the public, it is important that all buses are kept clean and that drivers are in their uniforms, which should be clean and neat at all time. Drivers must not smoke in the buses at any time and not play portable radios or other audio or visual devices while on duty and refrain from talking on radio or cell phones except for communication required to provide Shuttle Bus Services.

11.5. STAFF

The Contractor is responsible for employing and assigning a staff of competent personnel who are fully equipped and qualified to perform the operation, maintenance and administration of the Shuttle Bus Services required by this Contract and in accordance with U.S. Department of Transportation, Federal Transit Administration and Illinois Department of Transportation rules and regulations regarding such transit operations. The Contractor must have a system that continually verifies the validity of the driver's license of all employees. This system must be approved by the CDA. The Contractor must provide a professional staff that is courteous to all passengers and Airport personnel. All drivers must obey the no smoking signs and refrain from playing portable radios or communicating on personal communication devices. At a minimum, Contractor's staff will consist of Managers, Supervisors, Dispatchers, Drivers, and Mechanics (a description of the minimum requirements for each of the required positions is described below).

The Contractor must implement and/or provide a customer service and sensitivity training program for all of its managers, supervisors, dispatchers and drivers which the employees will attend annually at no additional cost to the City. The Department reserves the right to attend and revise the curriculum of the training classes. The Contractor must retain records of employees' attendance at the training classes throughout the life of the Contract.

STAFFING PLAN

The Contractor is responsible for employing and assigning a staff of competent personnel who are fully equipped and qualified to perform the operation, maintenance and administration of the overall Shuttle Bus Service required by this Contract, the Contractor shall provide a professional staff that are courteous to all passengers and Airport personnel. Consideration shall be given to a staff consisting of but not necessarily limited to:

1. Managers
2. Supervisors
3. Dispatcher
4. Drivers
5. Mechanics

A description of the minimum requirements for each of these positions is described below. Bidders must submit a preliminary Staffing Plan including resumés of Key Management Personnel to be assigned to the Contract.

All Managers, Supervisors, Dispatchers, Mechanics, and Drivers must undergo Customer Service and Sensitivity Training offered by the Mayor's Office for People with Disabilities (MOPED).

1. Managers:

- a. Person or persons acting as Contractor's representative with ultimate responsibility for the high quality, cost effectiveness, and timely performance of the Shuttle Bus Services on each shift as required by this Contract.
- b. Receives all communications from the Commissioner or his designated representative and acts on all directives accordingly.
- c. Submits all requests for payment and modifications to the Contract and conducts related negotiations.
- d. Submits daily, weekly, monthly, and annual reports in a form with content as required by the Commissioner. Such reports shall, at a minimum, provide detailed information regarding problems incurred and solutions provided; equipment repairs/servicing; and any outstanding or new issues of relevance to the operation.
- e. Provide lost-and-found services for passengers, with an appropriate phone number and location of such, to reclaim their possessions. The City of Chicago shall have no responsibility or liability for the lost-and-found service or for items left on buses.

2. Supervisors:

- a. There must be a management-level contact person on-site 24 hours a day, 7 days a week who will be responsible for the overall Shuttle Bus Services.
- b. The Supervisor must have authority to make management decisions or directives for the Manager. Supervisors must follow through with all of the requirements of the Manager in his/her absence.
- c. Supervise all other workers under this Contract.
- d. Supervisor must be dedicated to supervision and may not operate a shuttle bus unless the Commissioner declares an emergency situation. Supervisor cannot be utilized to cover rest periods, or tardy or absent drivers nor can the Supervisor be used to drive vehicles to maintenance or fueling facilities.

3. Dispatchers:

- a. Available twenty four (24) hours a day, seven (7) days a week on site at Contractor's dispatching facility.
- b. Control the location of all Shuttle Buses at all times.
- c. Receive and record all route times, number of riders.
- d. Provide pertinent trip information to Drivers.
- e. Dispatch the appropriate number of Shuttle Buses at the appropriate time according to the schedule and reacts to conditions to satisfy schedule requirements.
- f. Dispatches the appropriate authorities to the location of a Shuttle Bus in emergencies.

4. Drivers

- a. Responsibility. The Contractor must ensure that all Drivers are courteous and informative and responsible for the safety of each and every passenger being transported in their Shuttle Buses, ensuring passengers are secure in their places before putting the Shuttle Bus in motion.
 - b. Reporting. Require all personnel to report and document any hazardous or unsafe conditions that may affect the well being of Chicago Midway Airport employees, passengers, travelers, and/or visitors meeting the traveling public, as well as any vandalism, theft, deterioration, graffiti, damage, spills, signs of trespass, unusual activity or the like, that may affect the operation and / or safety of Airport Facilities and Parking lots owned by the City. Any such activities will be reported to the Commissioner or the appointed designee. If any items (in the normal daily route) have been damaged or are in need of repair or replacement and have been determined to be a potential safety hazard. Such items shall be reported daily, in writing.
 - c. Uniforms. The Contractor must provide Drivers with uniforms and nametags. Each Driver must be in uniform at all times and must be neat and clean in appearance when operating a Shuttle Bus under this Contract. The City reserves the right of final approval in writing for the final uniform choice. Each bidder must submit a sample uniform description or depiction with its bid. In addition, any other staff members having substantial contact with passengers must have similar uniforms and maintain the same appearance requirements.
 - d. Testing. All Drivers must conform to U.S. Department of Transportation, FTA, and Illinois Department of Transportation regulations and standards. This may including but is not limited to pre-employment physical, driver qualification, safety requirements, initial and periodic background checks, and other appropriate testing and licensing requirements.
 - e. Disabled Passengers. Drivers must be trained to operate equipment that service the disabled, i.e., wheelchair lift and must also announce all stops.
 - f. Driver History. A compilation of all Drivers' driving records must be kept on file and made available to the Chicago Department of Aviation after the Contract is awarded and through periodic unannounced inspections by the Department thereafter as long as the Contract is in effect.
5. Mechanics:

All mechanics are responsible for ensuring safe, clean, comfortable, and dependable vehicles in accordance with the "Maintenance" section below.

11.6. MAINTENANCE

Each bidder must identify a minimum of one (1) maintenance facility and its location for the maintenance of all Shuttle Buses. The Contractor must, at all times, provide safe, clean, comfortable and dependable service and must furnish all required materials, equipment, tools, labor and incidentals for the maintenance of the Shuttle Buses including, but not limited to, the following:

1. Preventative maintenance as required by bus manufacturer's maintenance manual including all brakes, double doors, wheelchair accommodating equipment, oil changes, lubrication, wheel alignment, checking tire pressures, insuring proper performance of electrical and hydraulic system, engine tuning and keeping heating, ventilating and air conditioning systems operational. Bidders must submit a preventive maintenance plan.
2. Repairs as required. Any vehicle with body damage will be repaired within thirty (30) calendar days. The Department may require certain repairs based on its inspections.
3. Cleaning as required. Each bidder must include a detailed plan of the frequency and location where the buses will be cleaned for both interior and exterior surfaces. Windows, both interior and exterior, must be cleaned daily.
4. Scheduling of maintenance and/or emergency maintenance must not conflict with passenger service requirements.

5. The option of using a hydraulic/electric portable lift capable of lifting the required vehicles is acceptable.

The City may conduct frequent, unannounced inspections of all Shuttle Buses to ensure proper maintenance. Such inspections, when conducted, may include any or all times noted on the "Inspection Form" attached hereto as Exhibit 4, and Contractor must immediately correct any "failed items" listed thereon. The City may also conduct routine inspections of the Contractor's maintenance facility to ensure it is adequately staffed, stocked, and maintained to provide the required services.

Maintenance costs incurred by the Contractor in performing this Contract must be included in the Total Annual Price bid on the FMPS Proposal Pages attached hereto. The Contractor must include the cost of these items in the Contract amounts for the hourly rates for mechanics' wages and maintenance materials and supplies and the Total Annual Price. The Department of Procurement Services and the Department may conduct annual audits of these costs.

11.7. DISPATCHING FACILITY

The Department will provide a parcel for staging and dispatching buses located at 5611 West 55th Street. The Contractor must provide an on-site dispatching facility properly staffed by a dispatcher, operating twenty four (24) hours per day, and seven (7) days a week. The Contractor is responsible for all necessary services and utilities to maintain the dispatching facility during the term of the Contract. The location and placement of the facility will be coordinated through the Department which will provide space for a Contractor-provided trailer. The Contractor will be responsible for making the final hookups and for monthly utility payments for these services. The Contractor is responsible for all operating costs for this parcel.

11.8. FUEL

Shuttle Buses used by the Contractor must be fueled as follows:

1. Each Shuttle Bus used in the performance of this contract must meet one or both of the following requirements:
 - a. All Shuttle Buses must be capable of being fueled with an alternative fuel as defined by the Energy Policy Act of 1992 (i.e., a fuel listed by the US Department of Energy as an alternative fuel and fueled a minimum of 70%, by BTU content, on that alternative blended fuel), as listed below:
 - Mixtures containing ethanol (E85) (or greater)
 - Mixtures containing 20% (or greater) biodiesel meeting ASTM D 6751 (See Specification #3 below)
 - Natural gas (CNG - compressed or liquefied)
 - Liquefied petroleum gas (propane)

The Energy Policy Act of 1992 (EPAAct)² generally defines an "alternative fuel" as a fuel that is substantially non-petroleum and yields energy security and environmental benefits. For more information about alternative vehicle fuels, consult; <http://www.afdc.energy.gov/afdc/fuels/index.html>.

And/or:

- b. Use of Shuttle Buses powered by a hybrid-electric or hybrid-hydraulic propulsion system with significant demonstrated reduction in fuel usage versus a non-hybrid vehicle and with an engine manufactured to comply with US EPA 2011 on-highway emissions regulations.
2. Diesel fuel used in conjunction with low-emission, hybrid, bi-fuel, and dual-fuel engines and fuel cells is limited to ultra low sulfur diesel (ULSD) fuel and the alternative fuels listed above. As defined by the U.S. EPA, ULSD fuel has a maximum sulfur content of 15 parts per million (ppm). The diesel component must be a biodiesel blend of not less than 20% biodiesel meeting ASTM D 6751 (with 80% petroleum ULSD diesel) regardless of season/climate. [Common biodiesel feedstocks are](#)

² As amended by the Energy Conservation Reauthorization Act of 1998, EPAAct 2005, and the Energy Independence and Security Act of 2007.

typically based on new and used vegetable oils, such as soy, mustard, canola, safflower, rapeseed, and/or palm oils; the biodiesel must not be derived from animal-based feedstocks. The biodiesel fuel price must be taken from an index that bases the price off a soy methyl ester (SME) feedstock.

3. This Contract requires that the Contractor provides the fuel necessary to operate all Shuttle Buses. Contractors must submit proposed locations of the fueling stations or strategy to obtain fuel; no fuel infrastructure, facility, or location will be provided by the City. The Contractor will not be allowed to dispense fuel within the bus staging area, roadways, parking lots, or any other Airport properties except in the event of an emergency to move the bus to the proper fueling facility. If fuel is dispensed accidentally or as a result of an emergency, a written report detailing the incident must be promptly submitted to the Department.
4. Reporting: The selected Contractor must provide an inventory of all Shuttle Buses in service at the Airport, the type of fuel or technology used, and any other documentation requested by the Department to verify compliance. The Contractor must annually submit to the Department vehicle registrations including bus type, make, model, year, horsepower rating, and VIN. The Contractor must maintain logs of all fuel used and submit monthly fuel usage reports to the Department on a quarterly basis. The Contractor must maintain on-file certified laboratory results confirming the blend, quality, and quantity of the alternative fuel used; certified laboratory results must be submitted to the City on a semi-annual basis and fuel providers must provide an affidavit confirming the gasoline equivalents. The Department has the right to inspect vehicles and sample fuel as necessary to verify compliance with the requirements of this section.

11.9. CONTRACTOR'S FINANCIAL CAPABILITY/ORDERING OF SHUTTLE BUSES

The Contractor will be required to procure buses as part of the Contract. If the Contractor intends to finance the purchase or lease of the buses, then as part of its bid submittal, the Contractor shall demonstrate its ability to finance the purchase or lease of the required buses. A commitment from a bank or other financing institution acceptable to the City will be required that clearly states the institution's willingness to do business with the proposer and the amount of financial commitment. Overall, the Contractor shall illustrate the fiscal solvency and fiscal wherewithal to procure the buses and to operate the Services as required within the Contract.

The Contractor must order the New Shuttle Buses and provide City evidence of the same no later than one (1) month after Contract award. In addition, Contractor must submit a certified copy of the confirmed purchase order from the bus manufacturer, dealer or distributor noting the order date, the types of buses and quantities ordered, and the estimated delivery date for the buses no later than six (6) weeks after Contract award. In addition to any and all of City's remedies contained herein, Contractor's failure to adhere to this requirement may result in the contract being terminated and the Contractor being prohibited from bidding on future City contracts.

If the Contractor desires to change the type or manufacturer of Shuttle Buses ordered, or any portion thereof, Contractor must first notify the City in writing prior to placing any change order with the Shuttle Bus manufacturer and receive written approval from the City agreeing that the replacement Shuttle Buses meet all requirements contained herein. The Contractor's notice of such change must contain a detailed explanation why Contractor is requesting the change. The Chief Procurement Officer's decision on whether or not to grant the request is final and binding.

The Contractor must provide monthly written updates to the Commissioner after the Shuttle Buses are ordered so that the City may monitor and verify production and delivery of the Shuttle Buses. The Shuttle Buses must be delivered to Contractor's facility no later than **July 1, 2012**. The Commissioner will have the right to inspect the Shuttle Buses at Contractor's facility in accordance with Section 2.34 of this specification.

11.10. TRANSITION PERIOD

As the quality of the Shuttle Bus Services reflects upon the City of Chicago and the Chicago Department of Aviation, customer service to passengers is of the utmost importance and concern. Prior to the commencement of the Shuttle Bus Services the Contractor management team along with Shuttle Bus drivers must meet with the Assistant Commissioner of Midway Landside Operations to take a ride along tour of all Chicago Department of Aviation Midway Airport Parking shuttle service routes. The Contractor must notify the City of the Drivers' names

that will be riding along no later than one week prior to the ride-along. The Contractor is expected to train any additional drivers on the parking Shuttle service routes. Consequently, it is critical that all of the Contractor's personnel are available, accessible and sufficiently trained prior to the commencement of the Shuttle Bus Services. The Contractor will not be compensated by the City for any training of personnel.

No less than 15 calendar days prior to the start date of the Contract, the Contractor must have all buses available for inspection at their maintenance facility which also must be available for inspection by the Department.

The Contractor may stage a limited number of Shuttle Buses at the Airport in the location designated by the Commissioner for use in providing the Shuttle Bus Services. The exact number to be stationed shall be at the sole discretion of the Commissioner. All other Shuttle Buses shall be maintained at the Contractor's own facility.

11.11. SERVICE ROUTES

1. Primary Shuttle Bus Services will be provided for the sixty-three hundred (6,300) space Economy Garage with two (2) designated, the Economy Red Lot which currently has eight (8) designated stops, the Economy Yellow Lot which currently has three (3) designated stops, for passenger pick up and drop off, Employee Parking Lot A which has one (1) designated stop and Employee Parking Lot B which currently has two (2) designated stops. It is anticipated that sometime during 2011 Employee Lot B will be expanded to add approximately one-hundred eight (108) additional parking spaces and one new designated bus stop.

All Economy Lot Shuttle Buses in service shall be in transit at all times. There shall be no "dwell time" allowed during operations. Employee Lot buses will be on a Time Schedule.

At the Airport terminal there will be one (1) stop for passenger pick up and drop off currently located at door three (3) of the arrival level as well as one (1) stop for employee pick up and drop off currently, located at door four (4) arrival level.

The Department estimates the annual number of hours for both Economy and Employee parking lots at 85,000 hours.

SHUTTLE BUS REQUIREMENT FOR ECONOMY LOTS

Average Number of Buses in schedule
Service during Peak Period:

Economy Garage

**Economy
Red Lot**

Economy Yellow

4-5

3-4

1

SHUTTLE BUS REQUIRMENTS FOR EMPLOYEE LOTS

Number of Buses in schedule
Service during Peak Period:

Employee Lot A
2

Employee Lot B
2-4

Average Bus Cycle Lengths: Ten (10) minutes per Shuttle Bus (three round trips per hour)

Average Service Intervals: Economy Garage Five (5) minutes for five (5) Shuttle Buses per route
Economy Red Lot Five (5) minutes for five (5) Shuttle Buses per route
Economy Yellow Fifteen (15) minutes for one (1) Shuttle Bus per route.

All Employee Lot buses are on a Time Schedule.

Emergency Buses: During the term of the Contract, Contractor must provide a minimum of three (3) Shuttle Buses available for emergency Shuttle Bus Service within fifteen (15) to thirty (30) minutes notice.

The Contractor must calculate the "Total Annual Price" for Shuttle Buses based on these Estimated Annual Hours of Operation for Passenger Transportation. **This is only a sample schedule and illustration and NOT A GUARANTEE of actual service hours.**

	Economy Garage, Red and Yellow Lots Shuttle Service	Employee Lot A Shuttle Service	Employee Lot B Shuttle Service
<u>Day</u>	<u>Number of Daily Hours</u>	<u>Number of Daily Hours</u>	<u>Number of Daily Hours</u>
Sunday	182	45	59
Monday	181	45	59
Tuesday	181	45	59
Wednesday	182	45	59
Thursday	182	45	59
Friday	182	45	59
Saturday	182	45	59
Total hours/week	1,272	315	413
No. of weeks/year	52	52	52
Total hours/year	66,144	16,380	21,476
Total Estimated Annual Hours of Operation for Passenger Transportation	66,144	16,380	21,476

11.12. MINIMUM MONTHLY SERVICE HOURS & OPERATIONS PROGRAM SUMMARY

MINIMUM MONTHLY SERVICE HOURS

CDA shall schedule a minimum of 7,083 hours of Shuttle Service per month to be performed by the Contractor. In the event that CDA schedules less than the minimum number of hours of 7,083 hours, the Contractor shall nonetheless be entitled to payment for 7,083 hours.

OPERATIONS PROGRAM SUMMARY

The Contractor is to provide transportation to and from all Economy and Employee parking lots. Some conditions that may impact the services to be provided under this Contract include:

1. Trip/cycle times and dispatching procedures may have to increase if requested by the Department.
2. Holiday or peak traveling times.
3. Weather conditions.

11.13. PASSENGER TRANSPORTATION SERVICES

The Contractor must use the Shuttle Buses described under this Contract for Passenger and Employee transportation services in the Economy Parking Lots, Employee Parking Lots, and the terminal.

Contractor may not hold or "dwell" buses anywhere along the service routes. If necessary, a designated holding area may be assigned by the Commissioner.

11.14. INSTALLATION OF ONBOARD VIDEO DISPLAYS

During the course of the Contract, the City may install, cause a third party to install, or elect to have the Contractor install video displays inside its Shuttle Buses. These displays will provide a variety of content including but not limited to wayfinding, passenger alerts, news or advertising. In the event the City elects to have the Contractor install the displays, the City will compensate the Contractor for such installation according to a pre-approved schedule of compensation in writing signed by the Commissioner and the Contractor and by issuing a Contract modification pursuant to the terms and conditions of the Contract. Responsibility for the maintenance of the video displays will be determined at the time a Contract modification is requested. The City will determine the content of the video displays and will be entitled to, and collect, any revenues generated as a result of any advertising. At the conclusion of the Contract, the City reserves the right to either remove the systems at its own cost or leave the system on the Shuttle Buses.

11.15. OPERATIONAL SUMMARY REPORTS

The Contractor must maintain complete and separate records with respect to amounts payable or paid by the City. Such records must be supported by properly executed documents evidencing in proper detail the nature and propriety of the charges.

The Contractor must post a telephone number on each Shuttle Bus for passengers to call to report any complaints they may have about Shuttle Bus Services. The telephone number must be clearly visible to passengers. A Department Shuttle Bus Service Complaint Form must be completed by the Contractor for each complaint received. These forms must be submitted to the Department, Midway Landside Operations on a monthly basis (see Exhibit 3).

The Contractor must cause or provide the City access at reasonable times to such documents, and the right to examine and audit the same and make transcripts or copies thereof.

The obligations of this Section will continue during the term of the Contract (and any extensions thereto) and for one (1) year thereafter.

11.16. TRADE NAME

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

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

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

11.17. CLEAN UP

The Contractor must, during the progress of the Work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to

the City. Upon completion of work, the Contractor must remove all material, tools and machinery and restore the site condition that existed prior to the commencement of its operation to the same general

11.18. PROTECTION OF WORK, DAMAGES AND REPAIRS

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

11.19. NOTICES FROM CONTRACTOR

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

Commissioner of Aviation
O'Hare International Airport
10510 Zemke Road, Bldg. 400
Chicago, IL 60666

With Copies to:

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

Managing Deputy Commissioner of Midway
Midway International Airport
5757 South Cicero Avenue
Chicago, Illinois 60638

If to the Contractor:

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

11.20. EXCEPTIONS

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

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

12. EVALUATION DOCUMENTATION

EXHIBIT 1

For evaluation purposes the Contractor must provide the City with the following information.

Manufacturer's Name	% Breakdown
Cost of Bus	
Fuel:	
Infrastructure (On-Site):	
Infrastructure (Within 5 Miles):	
O&M	
Profit	
Labor	
Taxes	
Total % Breakdown	100%

CONTRACTOR'S CHECKLIST

In order for the bidder to be considered as a responsive bidder to this Specification, the following shall be submitted with the bid, or the bid may be rejected.

1. Names of all subcontractors to be used for principal work (see Sub-Contractor's requirement Special Conditions, page of 104
2. Three (3) projects & references including account name, contact person, phone number, size of account and length of services provided (Bidder's Submittal, Page 72 of 112).
3. Location (s) of anticipated fueling stations (see Fuel, page 80 of 112).
4. Transition Plan (see transition Period, Page 81 & 82of 112).
5. Evidence of Contractor's financial capacity/capability to procure buses (see Contractor's Financial Statement, Page 81 of 112).
6. Staffing plan including resumes of key management personnel to be assigned to the Contract (see Staffing Plan, pages 77 through 79 of 112).
7. Location of facilities (see Maintenance, Page 79 & 78 of 112).
8. Preventive Maintenance Program (see Maintenance, Pages 79 of 112).
9. Full detailed plan to achieve Minority Business Enterprise (M.B.E.) and Women Business Enterprise (WBE) goals.
10. Detailed Plan of Action of customer complaints.

12.1. BID CANVASSING FORM

EXHIBIT 2

Economy and Employee Parking Lots

5 YEAR DURATION OPTION

Loaded Hourly Rate Exclusive of Fuel*	+	{	Average Gallons/ Hour of Operation	X	2/1/2011 Price Per Gallon*	}	=	Hourly Rate from Proposal Page line 1 unit price*	X	Estimated Hours	=	Estimated Price for Midway Parking Lots extended price from Proposal Page line 1*
\$	+	{		X	\$	}	=	\$	X	520,000	=	\$
a			b		c			d				e

See Section 3.11 and name type of fuel used in item "c" above:

*

- Insert price "d" from above in Unit price box on Proposal Page for line item 1.
- Insert price "e" from above in Extended price box on Proposal Page for line item 1.

NOTE:

- 1. The bidder must include a copy of the "Index" for February 1, 2011 with its bid. Failure to submit a copy of the Index may result in rejection of bid. See Section 3.11, "BID CANVASSING" of this specification.**
- 2. BIDDER MUST COMPLETE ALL SHADED AREAS OF THIS BID CANVASSING FORM FOR EACH DURATION THEY ELECT TO BID. BIDDERS ARE NOT REQUIRED TO BID ALL DURATION OPTIONS.**

3. The formula is as follows:

Formula (e) = a+ (b X c) = d X (Estimated Hours)

Where Estimated hours are as follows:

- For 5 years = 520,000
- 7 years = 728,000
- 9 years = 936,000

12.1 BID CANVASSING FORM

EXHIBIT 2

Economy and Employee Parking Lots

7 YEAR DURATION OPTION

Loaded Hourly Rate Exclusive of Fuel*	+	{	Average Gallons/ Hour of Operation	X	2/1/2011 Price Per Gallon*	}	=	Hourly Rate from Proposal Page line 1 unit price*	X	Estimated Hours	=	Estimated Price for Midway Parking Lots extended price from Proposal Page line 2*
\$	+	{		X	\$	}	=	\$	X	728,000	=	\$
a			b		c			d				e

See Section 3.11 and name type of fuel used in item "c" above:

* <input style="width: 90%;" type="text"/>
--

- Insert price "d" from above in Unit price box on Proposal Page for line item 2.
- Insert price "e" from above in Extended price box on Proposal Page for line item 2.

NOTE:

1. The bidder must include a copy of the "Index" for February 1, 2011 with its bid. Failure to submit a copy of the Index may result in rejection of bid. See Section 3.11, "BID CANVASSING" of this specification.

2. BIDDER MUST COMPLETE ALL SHADED AREAS OF THIS BID CANVASSING FORM FOR EACH DURATION THEY ELECT TO BID. BIDDERS ARE NOT REQUIRED TO BID ALL DURATION OPTIONS.

3. The formula is as follows:

Formula (e) = a+ (b X c) = d X (Estimated Hours)

Where Estimated hours are as follows:

- For 5 years = 520,000**
- 7 years = 728,000**
- 9 years = 936,000**

12.1. BID CANVASSING FORM

EXHIBIT 2

Economy and Employee Parking Lots

9 YEAR DURATION OPTION

Loaded Hourly Rate Exclusive of Fuel*	+	{	Average Gallons/ Hour of Operation	X	2/1/2011 Price Per Gallon*	}	=	Hourly Rate from Proposal Page line 1 unit price*	X	Estimated Hours	=	Estimated Price for Midway Parking Lots extended price from Proposal Page line 3*
\$	+	{		X	\$	}	=	\$	X	936,000	=	\$
a			b		c			d				e

See Section 3.11 and name type of fuel used in item "c" above:

*

- Insert price "d" from above in Unit price box on Proposal Page for line item 3.
- Insert price "e" from above in Extended price box on Proposal Page for line item 3.

NOTE:

1. The bidder must include a copy of the "Index" for February 1, 2011 with its bid. Failure to submit a copy of the Index may result in rejection of bid. See Section 3.11, "BID CANVASSING" of this specification.

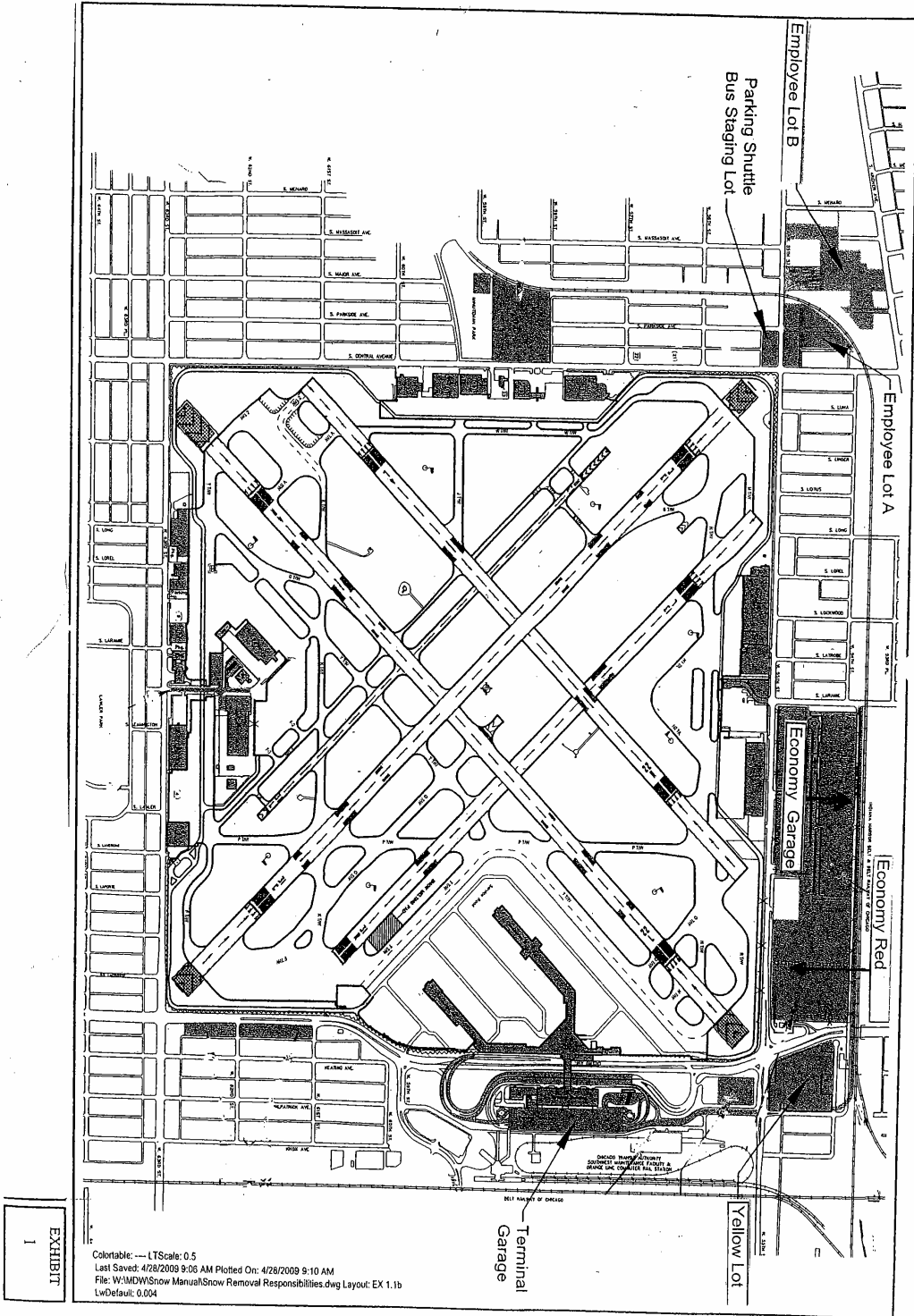
2. BIDDER MUST COMPLETE ALL SHADED AREAS OF THIS BID CANVASSING FORM FOR EACH DURATION THEY ELECT TO BID. BIDDERS ARE NOT REQUIRED TO BID ALL DURATION OPTIONS.

3. The formula is as follows:

Formula (e) = a+ (b X c) = d X (Estimated Hours)

Where Estimated hours are as follows:

- For 5 years = 520,000
- 7 years = 728,000
- 9 years = 936,000



13. EXHIBIT 3

**CITY OF CHICAGO - DEPARTMENT OF AVIATION
MIDWAY SHUTTLE BUS SERVICE
COMPLAINT FORM**

COMPLAINT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (DAY) _____ (EVENING): _____

DATE AND TIME OF COMPLAINT: _____

SHUTTLE ROUTE: TERMINAL _____

(ECONOMY GARAGE) _____ (ECONOMY RED LOT) _____ (ECONOMY YELLOW) _____

BUS NO. _____ LICENSE PLATE NUMBER: _____

CAUSE OF COMPLAINT:

DRIVER'S BEHAVIOR _____ MISSED FLIGHT _____ POOR SIGNAGE _____

LUGGAGE RACKS _____ BUS LATE _____

LENGTH OF WAIT _____

COMMENTS: _____

COMPLAINT RECEIVED: IN PERSON _____ BY PHONE: _____

COMPLAINT TAKEN BY _____

RETURN:

SAFETY INSPECTION

Front:

- Inspect calipers and boots
- Inspect pads
- Inspect bearing adjustment
- Inspect rotor condition
- Inspect hoses
- Inspect caliper slides

Rear:

- Remove drums
- Inspect shoes (note readings)
- Inspect seals
- Inspect drum
- Inspect wheel cylinders

Inspect shocks and springs

Check differential fluid level

Check front end alignment

Pressure test coolant system (note level)

PASS	FAIL

15. PROPOSAL PAGE

BIDDER MUST FULLY COMPLETE BOTH PROPOSAL PAGE AND ADDITIONAL PROPOSAL PAGE IN THIS SECTION

RFQ Header Information

Please Respond By 4/15/2011	Shuttle Bus Services for Midway International
RFQ Number 3554	RFQ Description Airport
Ship To Location 085-2010 MIDWAY	Special Instructions
For More Information Please Contact HUGO ZAPATA	Your Quote is Effective as of 4/15/2011
	RFQ Status Active

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

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

RFQ Header Details

Contract Type WORK SERV-AVIATION	Specification 91157
Target Market NO	Procurement Type BID
Advertise Date 3/9/2011	Bid Deposit Required YES
WEB BID Edit Rules GROUP	

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	16.90 %
Women Owned Business Enterprise	Target Percentage Rate	4.50 %

**City of Chicago
Catalog RFQ - Lines By Group**

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Work Services	9621796050	96217	SHUTTLE BUS SERVICES FOR MIDWAY INTERNATIONAL AIRPORT - FULLY LOADED PRICE, PRICED PER HOUR OF BUS OPERATION. 5 YEAR CONTRACT DURATION	A	Hour	520000	\$	(N/A)	\$	(N/A)	
Group A Total Group Extended Price											\$	
2	Work Services	9621796052	96217	SHUTTLE BUS SERVICES FOR MIDWAY INTERNATIONAL AIRPORT - FULLY LOADED PRICE, PRICED PER HOUR OF BUS OPERATION. 7 YEAR CONTRACT DURATION	B	Hour	728000	\$	(N/A)	\$	(N/A)	
Group B Total Group Extended Price											\$	
3	Work Services	9621796054	96217	SHUTTLE BUS SERVICES FOR MIDWAY INTERNATIONAL AIRPORT - FULLY LOADED PRICE, PRICED PER HOUR OF BUS OPERATION. 9 YEAR CONTRACT DURATION	C	Hour	936000	\$	(N/A)	\$	(N/A)	
Group C Total Group Extended Price											\$	

ADDITIONAL PROPOSAL PAGE

PERSON TO CONTACT REGARDING BID:

NAME: _____ PHONE (_____)

ADDRESS: _____

INDICATE IF YOU ARE:

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

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

MANUFACTURER'S NAME: _____

ADDRESS: _____

PHONE: (_____) _____

EXCEPTIONS (EXPLAIN):

16. AFFIDAVIT OF CHICAGO BUSINESS

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

1. Is bidder/proposer a "Chicago Business" as defined in the Special Conditions, Chicago Business Preference language.
 Yes No

2. Street address of principal place of business:

3. How many persons are currently employed by bidder?

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

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

Signed

Printed Name

Title

(Representative capacity)

County of _____

State of _____

Acknowledged under oath on (date)_____

Before me by _____

As _____

(title) _____

of (firm) _____

Notary Public

Commission expires: _____

17. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

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

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

ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

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

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected unless a paper EDS and written justification is submitted with the bid as explained in the above paragraph).

ONLINE EDS WEB LINK

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

ONLINE EDS NUMBER

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

EDS Number: _____

ONLINE EDS CERTIFICATION OF FILING

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

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

PREPARATION CHECKLIST FOR REGISTRATION

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

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.

	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

8. Contract related information (if applicable):
 - a. City of Chicago contract package
 - b. Cover page of City of Chicago bid/solicitation package
 - c. If EDS is related to a mod, then cover page of your current contract with the City.

9. List of subcontractors and retained parties:
 - a. Name
 - b. Address
 - c. Fees – Estimated or paid

EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

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.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
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.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

running anew.

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

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

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

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

18. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. 91157 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 swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

NAME OF CORPORATION: _____

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____

BUSINESS ADDRESS: _____

*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: _____
(Affix Corporate Seal)

Corporate Secretary Signature

State of _____

County of _____

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

(Seal)

Notary Public Signature

Commission Expires: _____

19. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. 91157 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 swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: _____

Address: _____

State of _____

County of _____

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

(Seal)

Notary Public Signature

Commission Expires: _____

20. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No.91157 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 swears, declares or affirms that no disclosures of ownership interests have been withheld and that the information provided herein is current to the best of its knowledge. The undersigned further swears, declares or affirms that it has not entered into an agreement among bidders (proposers) or prospective bidders (proposers) to bid a fixed price, or any other type of agreement or arrangement among bidders (proposers) or prospective bidders (proposers) in restraint of freedom of competition, and that it has not disclosed to any person or entity, excluding its employees, the terms of this proposal or the price named herein.

SIGNATURE OF PROPRIETOR: _____

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

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

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20 ____ by _____ (name/s of person/s)

Notary Public Signature

(Seal)

Commission Expires: _____

21. PROPOSAL ACCEPTANCE

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

Total Amount of Contract: \$ _____

Fund Chargeable: _____

Approved as to form and legality:

Assistant Corporation Counsel

City Comptroller

Chief Procurement Officer

Mayor

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

(REV. 6/2004)

22. INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 (Number and Street)

 (City) (State) (ZIP)

Specification #: 91157 _____
 RFP: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location	
-----------------------------------	--

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

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

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "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 Procurement Department 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

For City use only

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