

Office use only

| Vendor No. | Vendor Name | Specification No. | Contract No. |
|------------|-------------|-------------------|--------------|
| | | 71740B | |



SPECIFICATION NUMBER: 71740B

RFQ NUMBER: 4085

WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE

required for use by
THE CITY OF CHICAGO THE CHICAGO POLICE DEPARTMENT
issued by

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES
Room 403, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602

Contract-Specific MBE goal: 25%; WBE goal: 5 %

Information: Bernie Harges, Contract Administration, Work Services Unit
Email: Bernie.Harges@cityofchicago.org Fax: 312-744-7679 Phone: 312-744-1645

Bid Opening Date: September 27, 2012

Bid Opening Time: 11:00 am Central Time

Bid Opening Location: City of Chicago Department of Procurement Services
Bid and Bond Room
City Hall, Room 301
121 N. LaSalle Street
Chicago, Illinois 60602

Execute and submit one (1) complete original bid package.

All signatures to be sworn to before a Notary Public.

Bids must be received in the City of Chicago Department of Procurement Services Bid and Bond Room no later than the date and time stated above. Bids will be read publicly. Bid package must be complete and returned in its entirety. Do not scan or recreate the bid package, the original must be used.

*Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE**," the specification number, 71740B, and the time and date specified for receipt. The name and address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s).*

City Business Preference? YES

Local Manufacture Preference? NO

Bid Deposit: none

Performance Bond: No

Drawings: none

Exhibits: One

Funding Source: NON-FEDERAL

Attachments: Two

Fund Number: 010-0100-57-0573608-220340 and Various

Rahm Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

Table of Contents

| | |
|--|---|
| BID SUBMITTAL CHECKLIST | 1 |
| Requirements for Bidding and Instructions to Bidders | 2 |
| 1.1. The Bid Documents | 2 |
| 1.2. Obtaining the Bid Documents..... | 2 |
| 1.2.1. Printed Bid Documents | 2 |
| 1.2.2. Downloadable Bid Documents..... | 2 |
| 1.3. Clarifications and Addenda..... | 2 |
| 1.4. Examination of the Bid Documents and Work Site..... | 3 |
| 1.5. Questions Regarding the Bid Documents; Bidder Inquiry Deadline | 3 |
| 1.6. Exceptions | 3 |
| 1.7. Taxes Included in Bid Prices | 3 |
| 1.8. Bid Prices Must Incorporate All Costs..... | 3 |
| 1.9. Completion of the Bid Documents..... | 3 |
| 1.10. Price Lists / Catalogs: Line Items Number 1, 2, 3, 4, 5, 6, 7, 8, 9,10, and 11 | 4 |
| 1.11. Required Forms and Fees | 4 |
| 1.11.1. Certificate of Filing for Online EDS..... | 4 |
| 1.11.2. MBE/WBE Program | 4 |
| 1.11.3. Contractor's Financial Statement | 5 |
| 1.11.4. Other Required Forms and Documents | 5 |
| 1.12. Trade Names and Substitutions | 5 |
| 1.13. Authorized Dealer/Distributor | 6 |
| 1.14. Estimated Quantities | 6 |
| 1.15. Submission of Bids | 6 |

| | | |
|------------|---|----|
| 1.15.1. | Date, Time, and Place | 6 |
| 1.15.2. | Bids Must Be Sealed and Properly Labeled..... | 6 |
| 1.15.3. | Bidders Are Responsible for Bid Delivery | 7 |
| 1.16. | Withdrawal of Bids..... | 7 |
| 1.17. | Bid Opening..... | 7 |
| 1.18. | Effective Term of Bid..... | 7 |
| 1.19. | Evaluation of Bids..... | 7 |
| 1.19.1. | Determination of Responsiveness | 7 |
| 1.19.1.1. | Bid Line Items..... | 7 |
| 1.19.1.2. | Mathematical Calculations | 7 |
| 1.19.1.3. | Unbalanced Bids..... | 8 |
| 1.19.1.4. | Cash Billing Terms | 8 |
| 1.19.2. | Determination of Responsibility | 8 |
| 1.19.2.1. | Bidder Debts or Defaults..... | 8 |
| 1.19.2.2. | Competency of Bidder | 8 |
| 1.20. | Rejection of Bids and Waiver of Informalities | 8 |
| 1.21. | Statutory Adjustments to the Bid | 8 |
| 1.21.1. | City-based Businesses (Chicago Business Preference) | 8 |
| 1.21.2. | Child Support Arrearage | 9 |
| 1.21.3. | MacBride Principles Ordinance..... | 9 |
| 1.21.4. | Locally Manufactured Goods | 9 |
| 1.22. | Consideration of Bids..... | 10 |
| 1.23. | Bid Protests | 10 |
| 1.24. | Award of Contract; Notice of Award..... | 10 |
| Article 2. | Incorporation of Exhibits..... | 11 |

Article 3. Standard Terms And Conditions 12

3.1. General Provisions 12

3.1.1. Definitions 12

3.1.2. Interpretation of Contract 13

3.1.2.1. Order of Precedence 13

3.1.2.2. Interpretation and Rules 14

3.1.2.3. Severability 14

3.1.2.4. Entire Contract 14

3.1.3. Subcontracting and Assignment 14

3.1.3.1. No Assignment of Contract 14

3.1.3.2. Subcontracts 14

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval 15

3.1.3.4. City’s Right to Assign 15

3.1.3.5. Assigns 15

3.1.4. Contract Governance 15

3.1.4.1. Governing Law and Jurisdiction 15

3.1.4.2. Consent to Service of Process 15

3.1.4.3. Cooperation by Parties and between Contractors 15

3.1.4.4. No Third Party Beneficiaries 16

3.1.4.5. Independent Contractor 16

3.1.4.6. Authority 16

3.1.4.7. Joint and Several Liability 16

3.1.4.8. Notices 16

3.1.4.9. Amendments 17

3.1.4.10. No Waiver of Legal Rights 17

| | | |
|------------|--|----|
| 3.1.4.11. | Non-appropriation of Funds | 17 |
| 3.1.4.12. | Participation By Other Government Agencies | 17 |
| 3.1.5. | Confidentiality..... | 18 |
| 3.1.6. | Indemnity..... | 18 |
| 3.1.7. | Contract Extension Option..... | 19 |
| 3.2. | Compensation Provisions | 19 |
| 3.2.1. | Ordering, Invoices, and Payment..... | 19 |
| 3.2.1.1. | Purchase Orders..... | 19 |
| 3.2.1.2. | Invoices | 19 |
| 3.2.1.3. | Centralized Invoice Processing..... | 19 |
| 3.2.1.4. | Payment | 21 |
| 3.2.1.5. | Electronic Ordering and Invoices | 21 |
| 3.2.1.6. | City Right to Offset..... | 21 |
| 3.2.1.7. | Records..... | 21 |
| 3.2.1.8. | Audits | 21 |
| 3.2.1.8.1. | City’s Right to Conduct Audits | 21 |
| 3.2.1.8.2. | Recovery for Over-Billing | 22 |
| 3.2.2. | Prompt Payment to Subcontractors | 22 |
| 3.2.2.1. | Incorporation of Prompt Payment Language in Subcontracts | 22 |
| 3.2.2.2. | Payment to Subcontractors Within Fourteen Days | 22 |
| 3.2.2.3. | Direct Payment to Subcontractors By City..... | 22 |
| 3.2.3. | Subcontractor Payment Reports..... | 23 |
| 3.2.4. | General Price Reduction – Automatic Eligibility for General Price Reductions | 23 |
| 3.3. | Compliance With All Laws..... | 24 |
| 3.3.1. | General..... | 24 |

| | | |
|----------|--|----|
| 3.3.2. | Non-Discrimination | 24 |
| 3.3.2.1. | Federal Affirmative Action | 24 |
| 3.3.2.2. | Illinois Human Rights Act | 24 |
| 3.3.2.3. | Chicago Human Rights Ordinance MCC Ch. 2-160..... | 24 |
| 3.3.2.4. | Business Enterprises Owned by People With Disabilities (BEPD)..... | 24 |
| 3.3.3. | Wages..... | 26 |
| 3.3.3.1. | Living Wage Ordinance | 26 |
| 3.3.3.2. | Prevailing Wage Rates..... | 27 |
| 3.3.3.3. | Multi Project Labor Agreement (PLA)..... | 27 |
| 3.3.4. | Economic Disclosure Statement and Affidavit and Appendix A ("EDS") | 27 |
| 3.3.4.1. | Business Relationships With Elected Officials MCC Sect. 2-156-030(b) | 28 |
| 3.3.4.2. | MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification..... | 28 |
| 3.3.4.3. | Federal Terrorist (No-Business) List..... | 29 |
| 3.3.4.4. | Inspector General and Legislative Inspector General | 29 |
| 3.3.4.5. | Governmental Ethics Ordinance 2-156..... | 29 |
| 3.3.5. | Restrictions on Business Dealings | 29 |
| 3.3.5.1. | Conflicts of Interest..... | 29 |
| 3.3.5.2. | Prohibition on Certain Contributions, Mayoral Executive Order 2011-4 | 30 |
| 3.3.6. | Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380..... | 30 |
| 3.3.7. | Other City Ordinances and Policies..... | 31 |
| 3.3.7.1. | False Statements..... | 31 |
| 3.3.7.2. | MacBride Principles Ordinance, MCC Sect. 2-92-580 | 31 |
| 3.3.7.3. | Shakman Accord | 32 |
| 3.3.8. | Compliance with Environmental Laws and Related Matters..... | 32 |
| 3.3.8.1. | Definitions..... | 32 |

| | | |
|-----------|---|----|
| 3.3.8.2. | Joint Ventures | 33 |
| 3.3.8.3. | Compliance With Environmental Laws | 33 |
| 3.3.8.4. | Costs..... | 33 |
| 3.3.8.5. | Proof of Noncompliance; Authority; Cure | 33 |
| 3.3.8.6. | Copies of Notices and Reports; Related Matters..... | 34 |
| 3.3.8.7. | Requests for Documents and Information | 34 |
| 3.3.8.8. | Environmental Claims and Related Matters | 34 |
| 3.3.8.9. | Preference for Recycled Materials..... | 34 |
| 3.3.8.10. | No Waste Disposal in Public Way MCC 11-4-1600(E) | 34 |
| 3.4. | Contract Disputes..... | 35 |
| 3.4.1. | Procedure for Bringing Disputes to the Department..... | 35 |
| 3.4.2. | Procedure for Bringing Disputes before the CPO | 35 |
| 3.5. | Events of Default and Termination | 36 |
| 3.5.1. | Events of Default..... | 36 |
| 3.5.2. | Cure or Default Notice | 36 |
| 3.5.3. | Remedies..... | 37 |
| 3.5.4. | Non-Exclusivity of Remedies..... | 37 |
| 3.5.5. | City Reservation of Rights | 37 |
| 3.5.6. | Early Termination..... | 38 |
| 3.6. | Department-specific Requirements..... | 38 |
| 3.6.1. | Department of Aviation Standard Requirements | 38 |
| 3.6.1.1. | Confidentiality of Airport Security Data..... | 38 |
| 3.6.1.2. | Aviation Security | 38 |
| 3.6.1.3. | Airport Security Badges..... | 39 |
| 3.6.1.4. | General Requirements Regarding Airport Operations | 40 |

| | | |
|------------|---|----|
| 3.6.1.4.1. | Priority of Airport Operations..... | 40 |
| 3.6.1.4.2. | Interruption of Airport Operations..... | 40 |
| 3.6.1.4.3. | Safeguarding of Airport Property and Operations | 40 |
| 3.6.1.4.4. | Work on the Airfield | 41 |
| 3.6.1.4.5. | Parking Restrictions | 41 |
| 3.6.2. | Emergency Management and Communications (OEMC) Security Requirements..... | 41 |
| 3.6.2.1. | Identification of Workers and Vehicles..... | 41 |
| 3.6.2.2. | Access to Facilities | 42 |
| 3.6.2.3. | Security Badges and Vehicle Permits..... | 42 |
| 3.6.2.4. | Gates and Fences | 43 |
| 3.6.2.5. | Hazardous or Illegal Materials | 43 |
| 3.6.3. | Chicago Police Department Security Requirements..... | 44 |
| 3.6.4. | Department of Water Management ("DOWM") Security Requirements..... | 44 |
| 3.6.4.1. | Identification of Workers and Vehicles..... | 44 |
| 3.6.4.2. | Access to Facilities | 44 |
| 3.6.4.3. | Security Badges and Vehicle Permits..... | 45 |
| 3.6.4.4. | Gates and Fences | 46 |
| 3.6.4.5. | Hazardous or Illegal Materials | 46 |
| Article 4. | Special Conditions for Work Services Contracts..... | 47 |
| 4.1. | The Services | 47 |
| 4.1.1. | Scope of Services | 47 |
| 4.1.2. | Estimated Quantities/Level of Service..... | 47 |
| 4.1.3. | Unspecified Services | 47 |
| 4.1.1. | Manufacturer's Quality Control..... | 47 |
| 4.1.2. | Backorders | 47 |

| | | |
|------------|--|----|
| 4.1.3. | Miss-shipments Returns And Restocking Fees (Catalog Lines Only) | 47 |
| 4.2. | Performance of the Services | 48 |
| 4.2.1. | Standard of Performance..... | 48 |
| 4.2.2. | Standard Working Hours..... | 48 |
| 4.2.3. | Quality of Materials and Inspection..... | 48 |
| 4.2.4. | Manufacturer's Warranty and Product Information | 48 |
| 4.2.5. | Contractor's Warranties..... | 48 |
| 4.2.5.1. | Correction or Re-Performance of Services | 49 |
| 4.2.5.2. | Timeliness | 49 |
| 4.2.5.3. | Delay | 49 |
| 4.2.6. | Public Convenience | 50 |
| 4.2.7. | Clean Up..... | 50 |
| 4.2.8. | Work Performed on City Property | 50 |
| 4.2.9. | Work In Progress..... | 51 |
| 4.3. | Compensation | 51 |
| Article 5. | Scope of Work and Detailed Specifications | 52 |
| 5.1. | General..... | 52 |
| 5.2. | Basis of Award, By Group..... | 52 |
| 5.2.1. | Basis of Award for Catalog Groups - A, B, C, D, E, F, G, H, I, J and K | 52 |
| 5.2.2. | Basis of Award for Maintenance Group L: On Site Repair and Preventive Maintenance: 52 | |
| 5.3. | Contract Utilization Procedures..... | 52 |
| 5.4. | Funding | 53 |
| 5.5. | Contract Term | 53 |
| 5.6. | Authorized Dealer | 53 |

| | | |
|-------|---|----|
| 5.7. | Contractor’s Qualifications | 53 |
| 5.8. | Inventory/Lead Time..... | 54 |
| 5.9. | Line Item Number(S): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, New Fitness Equipment Price Lists/Catalogs General Description | 54 |
| 5.10. | Installation For New Fitness Equipment | 55 |
| 5.11. | Training of City Personnel | 55 |
| 5.12. | Manuals, Certificates, Warranty And Applicable Documentation..... | 55 |
| 5.13. | Product Standard | 55 |
| 5.14. | General Construction..... | 55 |
| 5.15. | Basis Of Payment For Line Item Number(S): 1, 2, 3, 4, 5, 6, 7, 9, 10, and 11 All New Fitness Equipment..... | 56 |
| 5.16. | Back Orders..... | 56 |
| 5.17. | Incorrect /Defective Merchandise and Parts..... | 56 |
| 5.18. | Line Item Number(s) 12 and 13: On Site Repairs and Maintenance Of Wellness, Fitness Equipment and Preventative Maintenance General Description..... | 56 |
| 5.19. | On Site Repair Service | 56 |
| 5.20. | Repair Pricing | 57 |
| 5.21. | Preventive maintenance | 57 |
| 5.22. | Irreparable Equipment..... | 57 |
| 5.23. | Basis Of Payment For Line Item Number(s) 12 and 13: On Site Repair and Maintenance Fitness Equipment | 57 |
| 5.24. | Locations of Chicago Police Department Fitness Equipment | 58 |
| 5.25. | Performance Of Services, Delivery Of Parts And Equipment..... | 59 |
| 5.26. | Site Visit | 60 |
| 5.27. | Time of Completion | 60 |
| 5.28. | Written Proposals | 60 |

| | | |
|------------|---|----|
| 5.28.1. | Repair Proposals | 60 |
| 5.29. | Correction of Work | 60 |
| 5.30. | Failure to Proceed with Directed Work | 60 |
| 5.31. | Protection of Work, Damages and Repairs..... | 60 |
| 5.32. | Character of Workers..... | 61 |
| 5.33. | Work Performed at City Facility..... | 61 |
| 5.33.1. | Employees..... | 61 |
| 5.33.2. | Uniforms | 61 |
| 5.33.3. | Use of City Facilities | 61 |
| 5.34. | Groups A – K Catalog Line Items Price Adjustment Not Applicable..... | 61 |
| 5.35. | Group L Only Price Adjustment..... | 61 |
| Article 6. | Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment..... | 63 |
| 6.1. | Policy And Terms..... | 63 |
| 6.2. | Definitions..... | 63 |
| 6.3. | Joint Ventures | 65 |
| 6.3.1. | Joint Venture Eligible Credit | 65 |
| 6.3.2. | The Chief Procurement Officer Evaluation of a Joint Venture | 65 |
| 6.3.3. | Schedule B: MBE/WBE Affidavit of Joint Venture..... | 66 |
| 6.3.4. | Counting MBE/WBE Participation Toward the Contract Specific Goals | 66 |
| 6.3.5. | Commercially Useful Function | 66 |
| 6.3.6. | Area of Specialty | 67 |
| 6.3.7. | Maintenance, Installation, Repairs or Inspection | 67 |
| 6.3.8. | MBE or WBE Is a Manufacturer | 67 |
| 6.3.9. | MBE or WBE Is a Distributor or Supplier..... | 67 |

| | | |
|------------|---|----|
| 6.3.10. | MBE or WBE Is a Broker | 67 |
| 6.3.11. | MBE or WBE Is a Member of the Joint Venture..... | 67 |
| 6.3.12. | MBE or WBE Subcontracts Work | 67 |
| 6.4. | Regulations Governing Reductions To or Waiver of MBE/WBE Goals | 68 |
| 6.4.1. | Direct / Indirect Participation | 68 |
| 6.4.2. | Assist Agency Participation | 70 |
| 6.4.3. | Impracticability | 70 |
| 6.5. | Procedure to Determine Bid Compliance | 70 |
| 6.5.1. | Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant..... | 71 |
| 6.5.2. | Letters of Certification. | 71 |
| 6.5.3. | Joint Venture Agreements. | 71 |
| 6.5.4. | Required Schedules Regarding MBE/WBE Utilization. | 71 |
| 6.6. | Reporting Requirements During The Term Of The Contract | 72 |
| 6.7. | Changes To Participation Plan | 72 |
| 6.8. | Non-Compliance and Damages..... | 73 |
| 6.9. | Arbitration..... | 74 |
| 6.10. | Equal Employment Opportunity | 74 |
| | Attachment A – Assist Agencies..... | 75 |
| | Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals | 78 |
| | Schedule B: Affidavit of Joint Venture (MBE/WBE) | 79 |
| | Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant..... | 85 |
| | Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan | 86 |
| Article 7. | Insurance Requirements | 92 |

- 7.1. Insurance to be Provided, Police Department, Wellness, Fitness Equipment and Maintenance 92
 - 7.1.1. Workers Compensation and Employers Liability92
 - 7.1.2. Commercial General Liability (Primary and Umbrella)92
 - 7.1.3. Automobile Liability (Primary and Umbrella)92
 - 7.1.1. Property92
 - 7.1.2. All Risk Property92
- 7.2. Additional Requirements92
- Article 8. Economic Disclosure Statement and Affidavit (EDS)94
 - 8.1. Online EDS Filing Required Prior To Bid Opening94
 - 8.2. Online EDS Web Link.....94
 - 8.3. Online EDS Number94
 - 8.4. Online EDS Certification of Filing94
 - 8.5. Preparation Checklist for Registration.....95
 - 8.6. Preparation Checklist for EDS Submission95
 - 8.7. EDS Frequently Asked Questions96
- Article 9. Proposal Pages100
 - 9.1. ADDITIONAL PROPOSAL INFORMATION: BID DATA SHEETS.....106
 - 9.1.1. Contractor’s Experience and Years in Business106
 - 9.1.2. Is Bidder a Manufacturer, Distributor and/or Authorized Distributor for the Catalogs Specified:107
 - 9.1.2.1. Group A: Precor Catalog, Line item 1107
 - 9.1.2.2. Group B: Life Fitness Catalog, Line item 2.....107
 - 9.1.2.3. Group C: Cybex Catalog, Line item 3107
 - 9.1.2.4. Group D: Free Motion Catalog, Line item 4108
 - 9.1.2.5. Group E: Star Trac Catalog, Line item 5108

| | | |
|-----------------|---|--------------|
| 9.1.2.6. | Group F: Nautilus Catalog, Line item 6 | 108 |
| 9.1.2.7. | Group G: Universal Catalog, Line item 7 | 108 |
| 9.1.2.8. | Group H: Hammer Strength Catalog, Line item 8 | 109 |
| 9.1.2.9. | Group I: ProMaxima Catalog, Line item 9 | 109 |
| 9.1.2.10. | Group J: RingSide Catalog, Line item 10..... | 110 |
| 9.1.2.11. | Group K: Cross Fit, Line item 11 | 110 |
| 9.1.3. | Contractor will Provide Instructional Training:..... | 110 |
| 9.1.4. | Contractor Facility..... | 110 |
| 9.2. | CONTRACTOR’S ABILITY TO REPAIR COMMERCIAL GRADE FITNESS EQUIPMENT | 111 |
| 9.3. | ON SITE REPAIR SERVICES:..... | 112 |
| 9.4. | WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE CLIENT REFERENCES | 113 |
| 9.5. | CONTRACTORS LOCATION OF SERVICE FACILITY | 113 |
| | (Use additional sheets of paper if needed) | 113 |
| Article 10. | Bidder Contact Information | 114 |
| 10.1.1. | Bidder Contact Information | 114 |
| Article 11. | City-Based Business Affidavit..... | 115 |
| Article 12. | Execution And Acceptance Pages | 116 |
| 12.1. | Bid Execution By a Corporation | 117 |
| 12.2. | Bid Execution By A Joint Venture..... | 118 |
| 12.3. | Bid Execution By A Partnership..... | 119 |
| 12.4. | Bid Execution By a Sole Proprietor | 120 |
| 12.5. | Bid Acceptance by City..... | 121 |
| EXHIBITS | | 122 |
| Exhibit 1: | Insurance Certificate of Coverage..... | 123 |
| 1. | ATTACHMENT NUMBER ONE (1): EXISTING EQUIPMENT BY LOCATION | cxxiv |

2. ATTACHMENT NUMBER TWO (2): WELLNESS, FITNESS EQUIPMENT SERVICE REPORT CXXXV

BID SUBMITTAL CHECKLIST

Missing Information, Documents, and/or Bonds May Invalidate Your Bid.

To help ensure that you are submitting a complete bid, place an "X" next to each item below after completing and incorporating the item into your bid package. Write "N/A" if an item does not apply to your bid.

1. _____ Bid Submittal Checklist
2. _____ Insurance Certificate of Coverage
3. _____ MBE/WBE Compliance Plan
 - a. _____ Schedule B – Affidavit of Joint Venture MBE/WBE – (only if bidder is a joint venture)
 - b. _____ Schedule C-1: Letter(s) of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable).
 - c. _____ Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan (if applicable).
 - d. _____ Request for a reduction or waiver of MBE/WBE goals (if applicable)
4. _____ Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS)
5. _____ Affidavit of Chicago Business, Affidavit of Local Manufacture (if applicable)
6. _____ Proposal Page(s) (Schedule of Prices)
7. _____ Bid Execution Page
8. _____ Bid Submittal Fee (if required)
9. _____ Bid Deposit (if required)

NOTE: Each page requiring a signature must be signed by the person with proper authority and sworn before a Notary Public where noted.

NOTE: Each Bidder must acknowledge the receipt of a full set of Bid Documents and any and all Addenda at the top of the Bid Execution Page.

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

The Bid Documents include this Invitation for Bids, Legal Advertisement Notice, Bid Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Scope of Work and Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, MBE/WBE Special Conditions or DBE Special Conditions (as applicable) and all other exhibits attached hereto, and any and all Clarifications and Addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

1.2. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda.

In the event of a conflict or inconsistency between the Bid Documents obtained on-line and the printed Bid Documents available from the Bid and Bond Room, the terms and conditions of the printed Bid Documents will prevail.

1.2.1. Printed Bid Documents

Printed copies of Bid Documents are available for pickup from:

Bid and Bond Room
Room 301 City Hall
121 North LaSalle Street
Chicago, IL 60602
Phone # 312-744-9773
Fax # 312-744-5611

Plans and Drawings may only be available on CD.

1.2.2. Downloadable Bid Documents

Documents may be downloaded from the DPS' website at the following URL:

www.cityofchicago.org/bids

In order to receive notice of clarifications and addenda, Bidders that download the Bid Documents must register as a Bid Document holder by (i) faxing the company's name, contact person, address, e-mail address, telephone number and fax number to the Bid and Bond Room at 312-744-5611 (include specification number and bid title/description) or (ii) by calling the Bid and Bond Room at 312-744-9773.

Bid Document holders are listed on the Bid and Bond Room Opportunity Take Out List. The Opportunity Take Our List is public information and is posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists go to "Get Started Online" and search by the specification number.

1.3. Clarifications and Addenda

The City sends out clarifications and addenda to the Bid Documents to entities on the list of registered Bid Document Holders. Additionally, Clarifications and Addenda will be posted at the following URL, and made available at the Bid and Bond Room:

www.cityofchicago.org/bids

Bidders that download Bid Documents from the City of Chicago's website instead of obtaining the Bid Documents from the City of Chicago's Bid and Bond Room and which have not registered as a Bid Document holder are responsible for checking the City of Chicago's website for Clarifications and/or Addenda.

There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Failure to acknowledge Clarifications and/or Addenda in the Bid Documents when submitting the bid will render the bid non-responsive. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

1.4. Examination of the Bid Documents and Work Site

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

1.5. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding this Bid Documents or procurement process must be directed to the Contract Administrator/Negotiator at the email address listed on the front cover of the Bid Documents. **Inquiries must be submitted via email and MUST include the specification number in the subject line of the email.**

The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents. Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

1.6. Exceptions

Any deviations from the specifications must be noted on the Proposal Page(s) or attached thereto, with the exact nature of the change outlined in sufficient detail. Bidder must provide the reason for which deviations were made. Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to other provisions of the specification, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exception(s) to be material exception(s).

1.7. Taxes Included in Bid Prices

Materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The City's Tax Exemption Certificate number is 36-6005820.

Materials purchased by the City of Chicago are not subject to the State of Illinois Sales Tax. The City's Tax Exemption Certificate number is E9998-1874-07.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

1.8. Bid Prices Must Incorporate All Costs

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

1.9. Completion of the Bid Documents

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public.

1.10. Price Lists / Catalogs: Line Items Number 1, 2, 3, 4, 5, 6, 7, 8, 9,10, and 11

For bid evaluation purposes, the bidder will submit with its bid four (4) copies of price lists/catalogs quoted on the Proposal Page. Failure to furnish price lists may be cause for rejection of the bid for being non-responsive to this requirement.

Before a Contract can be awarded, the Contractor must submit copies of all current manufacturers or other accepted published price lists/catalogs indicated on the Proposal Page(s) for use by the Department of Procurement Services, Comptroller's Office and each participating department to facilitate audit of all invoices and purchase order releases off the Contract.

The Contractor will be responsible for forwarding new price lists/catalogs or supplements of latest revision to all participating City departments, the Comptroller's Office and Department of Procurement Services during the Contract period.

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

1.11. Required Forms and Fees

1.11.1. Certificate of Filing for Online EDS

Bidders must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online 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. Refer to the Instructions for Completing Economic Disclosure Statement and Affidavit On-Line.

1.11.2. MBE/WBE Program

The goals for MBE and WBE participation are set forth in the Proposal Pages. The rules, regulations, and forms for achieving these goals are set forth in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment ("M/WBE Special Conditions").

- **Schedule B: Affidavit of Joint Venture** (if applicable)
If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE certified firms to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members and notarized.
- **Schedule C-1**
If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed and notarized.
- **Schedule D-1**

If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed and notarized.

- **Request for a Reduction or Waiver of the MBE/WBE Goals**

If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE and WBE firms that will achieve compliance with the MBE/WBE goals, the Bidder must, as required by the MBE/WBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/WBE Special Conditions including but not limited to notification to an assist agency.

1.11.3. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid and Bond Room, City Hall Room 403, Chicago, IL 60602, or may be downloaded at www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.11.4. Other Required Forms and Documents

Other forms required to be included with the Bid are:

- Insurance Certificate of Coverage
- Affidavit of Chicago Business (if applicable)
- Proposal Page(s) (Schedule of Prices)
- Bid Execution Page

1.12. Trade Names and Substitutions

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

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

Documentation in support of alternate items includes:

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

- 2) Itemized comparison of the proposed alternate item with product or service specified; listing significant variations.

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

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

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

1.13. Authorized Dealer/Distributor

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the CPO, whose decision will be binding.

1.14. Estimated Quantities

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City 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 Blanket Releases issued directly by the Department.

1.15. Submission of Bids

1.15.1. Date, Time, and Place

Bids are to be delivered to the Bid and Bond Room of the Department of Procurement Services, City Hall Room 301, 121 North LaSalle Street, Chicago, Illinois 60601 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the City to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Bid and Bond room.

Bids must be dropped off in the Bid and Bond Room during regular business hours: 8:30 am to 4:30 pm, Monday through Friday, excluding Holidays of the City.

1.15.2. Bids Must Be Sealed and Properly Labeled

All Bids must be submitted in sealed envelopes. The Department of Procurement Services provides official bid enclosure envelopes at the Bid and Bond Room. Use of official envelopes is not required but is preferred

All envelopes containing Bids must be marked "Bid Enclosed," and must have the Bidder's name and address, the Specification Number, and the advertised date and time of bid opening stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

1.15.3. Bidders Are Responsible for Bid Delivery

Each Bidder is solely and completely responsible for delivery of its Bid to the Bid and Bond Room before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Bids are delivered to the Bid and Bond Room prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

1.16. Withdrawal of Bids

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Bid and Bond Room. Bidders must make their own arrangements for the return of their Bids.

1.17. Bid Opening

Bids will be opened and read publicly in the Bid and Bond Room by the Department of Procurement Services immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determination the lowest responsive and responsible bidder and whether a contract will be awarded.

Bid tabulations are public information and are posted on the City's website www.cityofchicago.org/BidTab. URL is case sensitive. Select "Get Started Online" and search by specification number.

1.18. Effective Term of Bid

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid opening. The City may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.19. Evaluation of Bids

1.19.1. Determination of Responsiveness

DPS will review Bids to determine whether they conform to the requirements of the Bid Documents.

1.19.1.1. Bid Line Items

The Bidder must bid all Line Items within a group as set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

1.19.1.2. Mathematical Calculations

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's

"Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

1.19.1.3. Unbalanced Bids

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her sole discretion and authority, determines is materially unbalanced.

1.19.1.4. Cash Billing Terms

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

1.19.2. Determination of Responsibility

The determination of the responsibility of a Bidder is within the sole discretion and authority of the Chief Procurement Officer.

The Chief Procurement Officer may request any Bidder to submit such additional information pertaining to the Bidder's responsibility as the Chief Procurement Officer deems necessary. Failure to comply with any such request will result in a finding of non-responsibility and rejection of the Bid.

1.19.2.1. Bidder Debts or Defaults

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

1.19.2.2. Competency of Bidder

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 ability to perform the Contract and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.20. Rejection of Bids and Waiver of Informalities

The Chief Procurement Officer, in his/her sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids submitted in response to any Invitation for Bids. The Chief Procurement Officer, in his/her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.21. Statutory Adjustments to the Bid

1.21.1. City-based Businesses (Chicago Business Preference)

For purposes of this section only, the following definitions shall apply:

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city-based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the contract base bid, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a prime contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

1.21.2. Child Support Arrearage

Pursuant to Section 2-92-415 of the MCC, an eight percent (8%) penalty will be applied to the Bids of Bidders whose substantial owners, as defined in the Code, are in arrears on court-ordered child support payments and who have not entered into an agreement for payment or are otherwise not in compliance with the order. The penalty will pertain to the Bid only, and will not affect the Contract Price or payments under the Contract.

1.21.3. MacBride Principles Ordinance

If the Bidder conducts any business operations in Northern Ireland, it is hereby required that the Bidder will make reasonable and good faith efforts to conduct those operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 and Section 2-92-580 of the Municipal Code to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland.

Bidders who take exception to the provision set forth above will be assessed an eight percent (8%) penalty on their Bids. The penalty will pertain to the Bid only, and will not affect the Contract Price or payments under the Contract.

1.21.4. Locally Manufactured Goods

For purposes of this section only, the following definitions shall apply:

“City-based manufacturer” means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

“Contract for goods” means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a “contract” does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670.

“Locally manufactured goods” means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

“Manufacture” means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a Contract for Goods having an estimated contract value of \$100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated on the cover page of the Bid Documents and shall consist of the following:

| Total Dollar Value of Locally Manufactured Goods Provided in the Contract | Bid Incentive |
|---|-------------------------------|
| 25% to 49% | 1% of the contract base bid |
| 50% to 74% | 1.5% of the contract base bid |
| 75% or greater | 2% of the contract base bid |

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods.

Upon completion of the work, any contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

1.22. Consideration of Bids

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any contract subsequently awarded. The CPO reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the City will be served by such action.

1.23. Bid Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 402, 121 North LaSalle Street, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five calendar days before the bid opening date, a pre-award protest must be filed no later than ten calendar days after the bid opening date, and a post-award protest must be filed no later than ten calendar days after the award of the contract.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the CPO undertake.

Copies of the Bid Protest Procedures (entitled Department of Procurement Services Solicitations and Contracting Process Protest Procedures) are available at the Bid and Bond room and on DPS' website www.cityofchicago.org/procurement under "Rules, Regulations and Ordinances" then under "Contract Rules and Regulations".

1.24. Award of Contract; Notice of Award

The Contract consists of the Bid Documents. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

The Chief Procurement Officer reserves the right to award one (1) or more contract(s) to the responsive and responsible bidder(s) meeting all the terms and conditions of this specification, and based on the lowest total price.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders may bid one or more groups and are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

The Department of Procurement Services will, by written notice, notify the Bidder that is, per the Basis of Award, the lowest responsive and responsible Bidder of the City's award of a Contract.

ARTICLE 2. INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Example Insurance Certificate of Coverage

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"**Addendum**" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"**Attachments**" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bidder**" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"**Bid Opening Date**" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"**Business Day**" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"**Calendar Day**" means all calendar days in accordance with the world-wide accepted calendar.

"**Chief Procurement Officer**" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City**" means 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.

"**Commercial Grade Fitness Equipment**" Exercise equipment that is used in athletic or physical training and is constructed to operate for a long period of time and is able to accommodate people of all body shapes and sizes for high volume usage. Commercial Grade fitness equipment is very resilient exercise equipment and is extremely durable. Commercial Grade fitness equipment is non-residential fitness equipment that is often found in a gym and/or health club.

"**Commissioner**" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the 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 in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Force Majeure Event" means an event 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 not caused or unmitigated by the Contractor.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

- Addenda, if any
- Detailed Specifications / Scope
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Standard Terms and Conditions
- Invitation to bid and proposal pages

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

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 unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, 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 CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

3.1.3.5. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

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

The Contractor must as far as possible, arrange its work and space 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.

3.1.4.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor

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

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

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

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

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

3.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using

Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600 City Hall, and 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

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.

3.1.4.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago 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.

3.1.5. Confidentiality

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

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

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

3.1.6. 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 (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); 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; the City's exercise of its rights and remedies under this Contract; and 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 monetary 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, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

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

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of

Contractor arising under 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 Contractor's performance of work or 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.

3.1.7. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. 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, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Centralized Invoice Processing

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

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

Invoices

City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

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

OR

Upon request and if notified invoices for the Chicago Police Department, Canine Unit must be mailed to the following address:

Chicago Police Department,
3510 S. Michigan Avenue
Chicago, IL 60653
Attn: Joel Brown
Phone: (312) 745-5640

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

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

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

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

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

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

taxes on purchases.

3.2.1.4. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.5. 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 price lists/catalogs, purchase orders, releases and invoices. 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 CPO 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 CPO, 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 CPO 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.

3.2.1.6. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

3.2.1.7. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for at least five (5) years after the expiration or termination of the Contract.

3.2.1.8. Audits

3.2.1.8.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.8.2. Recovery for Over-Billing

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, depending on the facts, also some or all of the cost of the audit, as follows:

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

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

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

3.2.2. Prompt Payment to Subcontractors

3.2.2.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

3.2.2.2. Payment to Subcontractors Within Fourteen Days

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.2.3. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract

Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.2.3. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

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

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

3.3. Compliance With All Laws

3.3.1. General

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 as amended whether or not they appear in the Contract Documents.

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.

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 also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Non-Discrimination

3.3.2.1. Federal Affirmative Action

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (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.

3.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD)

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

For purposes of this section only, the following definitions apply:

"Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in MCC Sect. 2-92-586.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

| <i>% of total dollar contract amount performed by BEPD</i> | <i>Bid incentive</i> |
|--|-----------------------------|
| 2 to 5% | ½% of the contract base bid |
| 6 to 10% | 1% of the contract base bid |
| 11% or more | 2% of the contract base bid |

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is

valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.3.3. Wages

3.3.3.1. Living Wage Ordinance

MCC Sect. 2-92-610 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 MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and 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 25 or more full-time security guards, or any number of other full-time Covered Employees, then 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 (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2012 the Base Wage is \$11.53. The current rate can be found on the Department of Procurement Services' website. Each July 1st 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 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.

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 CPO 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 years.

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 above do not apply.

3.3.3.2. Prevailing Wage Rates

If this Contract calls for the construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable 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 and pay such applicable prevailing wage rates. Please refer to: <http://www.wdol.gov/>

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.

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 or federal law, as applicable.

3.3.3.3. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Agreement, and shall comply in all respects with the PLA.

3.3.4. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 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 EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any

information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), 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 MCC Sect. 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 MCC Sect. 2-156-080.

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.

3.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify 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.

Contractor, in performing under this contract shall comply with MCC Sect. 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 CPO 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 CPO to reduce, suspend, or waive the period of ineligibility.

3.3.4.3. 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.

3.3.4.4. 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 MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.4.5. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 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.

3.3.5. Restrictions on Business Dealings

3.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not

exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

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

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

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

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

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

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

For purposes of this provision:

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

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

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

3.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this 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, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However 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:

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

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.7. Other City Ordinances and Policies

3.3.7.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a 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 MCC Sect. 1-21-010.

3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

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

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

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

3.3.7.3. Shakman Accord

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

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

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

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

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental

Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.8.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.8.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.8.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her

discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.8.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.8. Environmental Claims and Related Matters

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department . Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.9. Preference for Recycled Materials

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

3.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. 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.

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

1. The Claim is made in good faith;
2. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
3. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
4. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the (final decision(. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract 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 agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO 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 a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. 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 Contractor
- B. 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;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

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, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default 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.

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO 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.

3.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City 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.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the 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.

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

3.6. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.6.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include 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.

3.6.1.2. 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 the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal

history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this 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 that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

3.6.1.3. Airport Security Badges

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

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

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

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

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

- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, 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(s). 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.

3.6.1.4.2. Interruption of Airport Operations

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 of 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.

3.6.1.4.3. Safeguarding of Airport Property and Operations

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.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 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 2' x 3' for hand use, and one size 3' x 5'. 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 an event of default.

3.6.1.4.5. Parking Restrictions

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

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the

Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.6.2.2. Access to Facilities

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

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

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

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

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

3.6.2.3. Security Badges and Vehicle Permits

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

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

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

3.6.2.4. Gates and Fences

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

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

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

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

3.6.2.5. Hazardous or Illegal Materials

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

3.6.3. Chicago Police Department Security Requirements

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

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

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

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

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

3.6.4.2. Access to Facilities

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

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

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

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

3.6.4.3. Security Badges and Vehicle Permits

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

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

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

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

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

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

3.6.4.4. Gates and Fences

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

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

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

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

3.6.4.5. Hazardous or Illegal Materials

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

ARTICLE 4. SPECIAL CONDITIONS FOR WORK SERVICES CONTRACTS

4.1. The Services

4.1.1. Scope of Services

The scope of services ("Services") is described in the Scope of Work and Detailed Specifications article of this agreement.

Important Note: Residential Grade Fitness Equipment Is Unacceptable.

Unless otherwise noted, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to perform the Services in accordance with the requirements of this Contract.

4.1.2. Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial Contract term. The City reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any Services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such Services as are from time to time requested, performed, and issued via a Purchase Order release directly by the City.

4.1.3. Unspecified Equipment and Services

Any related equipment and/or service not specifically included in the Scope of Work and Detailed Specifications article may be added to this Contract if it falls within the same general category of equipment and/or services already specified in the Contract. Pursuant to MCC Section 2-92-646, the lifetime, aggregate value of the City's purchase of any equipment and/or services added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the services which are necessary and request a written price proposal for the addition of the services to this Contract under the same terms and conditions of the original Contract, then forward the documents to the CPO. Such services may be added to the Contract only if the prices are competitive with current market prices and said services are approved by the CPO in writing. The CPO reserves the right to seek competitive pricing information on said services from other vendors and to solicit such services in a manner that serves the best interest of the City.

Any such services provided by the Contractor, without a written approval signed by the CPO, are done so entirely at the Contractor's risk. Consequently, in the event that such addition to the Contract is not approved by the CPO, the Contractor hereby releases the City from any liability whatsoever to pay for any services provided prior to the Contractor's receipt of the fully signed modification.

4.1.1. Manufacturer's Quality Control

All components will be high reliability commercial grade parts. All equipment and components will be thoroughly inspected and completely tested and fully functional upon completion of installation.

4.1.2. Backorders

Notification must be made during the ordering process Wellness, Fitness Equipment are on backorder. Electronic or written notification of anticipated ship date must be sent to the City for any back orders that cannot be filled within thirty (30) business days. The City will have the option of accepting or canceling the backorder or the Chicago Police Department may submit a request for a substitute equipment. The City is not to be charged for expenses incurred due to the cancellation of backorders.

4.1.3. Miss-shipments Returns and Restocking Fees (Catalog Lines Only)

Miss-shipments, Returns and Restocking Fees

The Contractor will be responsible for any incorrect shipments or damaged shipments. The Contractor must make arrangements within forty-eight hours of notification with their common carrier or company personnel to pick up unacceptable equipment/materials and/or supplies. The correct order request

must be completed at no additional charge to the City within five (5) business days of the notification. The City of Chicago will not be subject to restocking fees.

4.2. Performance of the Services

4.2.1. Standard of Performance

Contractor shall perform the Services with that degree of skill and care required to satisfactorily meet the requirements as set forth in the Detailed Specifications and to the satisfaction of the CPO. The Contractor will, at all times, act in the best interest of the City.

4.2.2. Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

4.2.3. Quality of Materials and Inspection

The City will have a right to inspect any material to be used in performance of the Services for this Contract.

The City is not responsible for the availability of any materials or equipment required under this Contract.

The Contractor is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the City.

Non-compliant materials, components, or Services may be rejected by the CPO and must be replaced or re-performed by the Contractor at no cost to the City.

The City shall provide written notice to the Contractor indicating the time period in which Contractor must, at its sole expense, remove from City premises, any materials or components rejected by the City.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming goods within seven business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

4.2.4. Manufacturer's Warranty and Product Information

If in performance of the Services, the Contractor provides any goods, the Contractor must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the goods provided under this Contract in accordance with the standard warranty regularly supplied.

4.2.5. Contractor's Warranties

If in performance of the Services, the Contractor provides any goods, the Contractor warrants that the title to the goods to be provided under this Contract is good and its transfer is rightful, and that the goods will be delivered free from any security interest or other encumbrance of which Contractor has not informed the City.

The Contractor expressly warrants that all goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Contractor also warrants that, except where the goods are produced pursuant to detailed designs furnished by the City, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to City, its successors, assigns, customers, and to users of the goods.

When a longer warranty is provided by the manufacture or contractor it should be furnished at no additional cost to the City, the longer period will prevail

Important Note: Bidder must submit manufacturer warranties for each for the proposed manufacturer catalog, or the bid may be rejected.

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

For any construction work included in the Services, the Contractor's Warranty means the Contractor's representation as to the character and quality of the Services in accordance with the terms and conditions of the Contract Documents, and the Contractor's promise to repair and replace the work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the work, all work furnished under this Contract is guaranteed by Contractor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of final acceptance by the Commissioner.

However, if at any time beyond the one-year Contractor's Warranty period, a latent defect in the work is discovered, the Contractor shall be responsible for re-performance, payment of damages, or such other remedy as deemed appropriate by the City.

4.2.5.1. Correction or Re-Performance of Services

If the Contractor has failed to properly perform the Services, upon direction in writing from the Commissioner, Contractor will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Contract Documents, whether observed before or after completion of the Services. The Contractor is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Contractor's inadequate performance.

4.2.5.2. Timeliness

The Contractor must provide the Services in the time-frame required in the Detailed Specifications. If Contractor's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Contractor in default.

4.2.5.3. Delay

If the City has caused the Contractor be obstructed or delayed in the commencement, prosecution or completion of the Services by any act or delay of the City or by order of the Commissioner, then the time herein fixed for the completion of said Services will be extended for an equivalent period of time.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and CPO in writing, stating the approximate expected duration of delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

The CPO 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 Commissioner and CPO, 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.

4.2.6. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting Services 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.

4.2.7. Clean Up

The Contractor must, during the performance of Services, 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 activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

4.2.8. Work Performed on City Property

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

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the Services, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the premises and will not employ such employee again for the Services under this Contract, except with the written consent of the Commissioner.

The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any Services to be performed under this Contract.

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

If required by the Detailed Specifications, the Contractor's employees or subcontractors are required to wear suitable uniforms during the time they are on duty on any City property.

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

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

Smoking is prohibited in all City of Chicago facilities.

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

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

4.2.9. Work In Progress

Any Services in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

4.3. Compensation

The Services will be provided at the prices listed on the Proposal Pages submitted with the Contractor's bid and as accepted by the City. Adjustments to prices will be as provided in the Scope of Work and Detailed Specifications, as applicable.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. General

The Contractor must provide Wellness, Fitness Equipment and Maintenance as specified, to the City of Chicago, Chicago Police Department, and Participating Department to various locations, in accordance with all the terms and conditions of this specification.

The Chicago Police Department and participating Departments intend to purchase new, commercial grade cardiovascular, resistance and maintain existing Wellness Fitness Equipment from reputable and established manufacturers within the Fitness Equipment industry.

All specified requirements are minimum requirements unless stated otherwise.

5.2. Basis of Award, By Group

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Specification.

Contract awards will be made by Group based on the highest discount from list price for all catalog line items one (1) through eleven (11), and the lowest proposed hourly rate for line items twelve (12) and thirteen (13) proposed by a responsive and responsible bidder meeting the terms and conditions of the specification.

In the event that a contract is awarded pursuant to this specification, the Chief Procurement Officer will award by group such contract(s) to the lowest responsive and responsible bidder as determined by the bid price, including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents. The bidder must also complete the section entitled "ADDITIONAL PROPOSAL INFORMATION" and provide required documents as required by this specification.

5.2.1. Basis of Award for Catalog Groups - A, B, C, D, E, F, G, H, I, J and K

Bidders do not have to bid on all line items and/or all groups. Submittal must include pricing for all line items within a specific group. The bidder may provide a bid for more than one group. Groups are identified as follows: A, B, C, D, E, F, G, H, I, J and K. The bidder must quote a percentage discount off the estimated usage (which reflects the estimated dollar value/usage of each catalog for the term of this contract) as listed on the proposal pages for line items numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11. Contract awards will be based on the bidder offering the lowest price to the City in the form of a discount off manufacture's catalog price; likewise, the bidder offering the highest percentage discount off the manufacture's list price for Exercise Equipment as specified on the proposal page will be deemed the lowest bidder.

Proposals for catalog line items received without a Discount on manufacture's List Price will result in the rejection of the bid. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

5.2.2. Basis of Award for Maintenance Group L: On Site Repair and Preventive Maintenance:

The extended price will be determined by multiplying the estimated quantity by the unit price. The sum of the extended prices for all lines in a group will be the Total Bid Price for Group L, as listed on the proposal pages for line item numbers 12 and 13.

5.3. Contract Utilization Procedures

If more than one (1) contract is awarded under this specification, the following procedure will be used when procuring services:

1. By default, the lowest bidder meeting all the terms and conditions of this specification will be the primary service provider, unless it is impractical to do so.
2. If it is not practical to use the primary service provider, then the next lowest-priced service provider meeting all the terms and conditions of this specification will be used.

Impracticality, for the purposes of this contract, is defined as event(s), which would preclude using the primary service provider.

5.4. Funding

The source of funds for payments under this Contract is Fund Number 010-0100-57-0573608-220340. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.5. Contract Term

The Term for this Contract will be sixty (60) months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Contract Extension Option provision in the Standard Terms and Conditions section of this Contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

5.6. Authorized Dealer

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, commercial grade Wellness, Fitness Equipment. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.

5.7. Contractor's Qualifications

Contractors should have experience in the Fitness equipment industry as required by this solicitation, and currently have authorized dealership status for the proposed Fitness Equipment identified on the proposal pages. While Contractors can propose any manufacturer of commercial grade Fitness equipment, they must be able to provide maintenance services for existing equipment.

Contractor Qualifications include but not limited to the following:

- (1) The Contractor and the technicians providing services in connection with this contract should have a minimum of five (5) years of experience in the fitness equipment business.
- (2) The Contractor must provide project related references.
- (3) The Contractor must provide a list of key employees. The Contractors and their employees must be certified and responsible to repair each proposed line item for fitness equipment for the duration of the contract. The Contractor must be appropriately certified in the repair of the major brands of commercial grade equipment that are specified in this solicitation.
- (4) The Contractor must have the ability to transfer all warranties for all components and equipment provided in connection with this contract.

- (5) As required, the Contractor must maintain and remain adequately insured for the duration of this Contract.
- (6) The Contractor must maintain a current authorized dealership status for the proposed Fitness Equipment identified on the proposal pages.
- (7) The Contractor must be able to provide original parts equipment as required by this contract
- (8) The Contractor must have a procedure in place for employees and sub-contractors who are assigned to work in connection with this Contract.

The Contractor must be fully insured and trained to maintenance and repair Fitness equipment for the following manufacturers: Precor, Life Fitness, Cybex, Free Motion, Star Trac, Nautilus, Universal, Hammer Strength, Pro Maxima, Ringside and Cross Fit. The Contractor must have the ability to provide on-site repair service within forty-eight (48) hours of notification and preventive maintenance to Department Fitness equipment, including onsite re-upholstery, specialty flooring and cable repairs, as may be required during the Contract, all in accordance with the terms and Conditions of this specification.

5.8. Inventory/Lead Time

The Contractor must ensure the delivery of any Wellness, Fitness Equipment and Maintenance listed in the Proposal within twenty-five (25) calendar days after receipt of a City departments order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery. Repeated failures of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor’s eligibility for future Contract awards.

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

5.9. Line Item Number(S): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, New Fitness Equipment Price Lists/Catalogs General Description

General Description for all Catalog Line Items:

Bidder must offer a percentage discount off the all items in most recent manufacturer’s specified catalog for **Commercial Grade Fitness Equipment only** as follows; the purchase price must include delivery and complete installation and all incidentals cost for all new fitness equipment as described in the section entitled **“Installation of New Fitness Equipment.”**

| | |
|---------------------------|-----------------------|
| Group A: Precor: | line Item Number - 1 |
| Group B: Life Fitness: | line Item Number - 2 |
| Group C: Cybex: | line Item Number - 3 |
| Group D: Free Motion: | line Item Number - 4 |
| . Group E: Star Trac: | line Item Number - 5 |
| . Group F: Nautilus: | line Item Number - 6 |
| Group G: Universal: | line Item Number - 7 |
| Group H: Hammer Strength: | line Item Number - 8 |
| Group I: Pro-Maxima: | line Item Number - 9 |
| Group J: Ringside: | line Item Number - 10 |
| Group K: Cross Fit | line Item Number - 11 |

5.9.1. Installation For New Fitness Equipment

Vendor is responsible for unloading, full and complete set-up and equipment testing for proper functioning and use at no additional cost to the City. The Contractor may provide advice regarding the layout of fitness center when requested by the City, this may include recommendations regarding the equipment and services that would meet the City's needs.

5.9.2. Training of City Personnel

The Contractor will provide instructional training at no cost to the City regarding the proper use and care of fitness equipment at the time equipment is delivered and installed at the fitness centers. The City reserves the right to require training at a later date, additional training will be provided on an as needed basis upon request by the City at no additional cost. A training manual must be provided with equipment upon delivery

5.9.3. Manuals, Certificates, Warranty And Applicable Documentation

The Contractor must provide the City with a copy of the manufacturer's manuals and documentation pertaining to all new Fitness Equipment obtained in connection with this contract; this documentation must be submitted in English, one (1) operator's manuals and one (1) set of maintenance manuals must be provided with each all equipment purchased.

For purposes of these specifications, a set of maintenance manuals must include one (1) complete parts manual, one (1) technical service manual, if applicable also include service and parts manuals for all equipment. The City reserves the right to request literature and/or data from the Contractor prior to ordering Wellness, Fitness Equipment and Maintenance Services without any additional cost to the City.

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish a complete set of manuals for all new equipment ordered to:

Department of Police
Attention: Allyson Clark-Henson, or an Authorized Representative
Chicago Police Department Education and Training Center
1300 W. Jackson
Chicago, IL. 60612.

5.9.4. Product Standard

Experimental Fitness

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

Hybrids and/or combinations of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that the Fitness Equipment to be furnished has been commercially available through the proposed manufacturer to the trade for a period of not less than one (1) year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

5.9.5. General Construction

The Fitness Equipment furnished will be the manufacturer's latest model of commercial grade fitness equipment. Appurtenance and/or accessories not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery will be included. Fitness Equipment will conform to the best practices known to the trade in strength, quality of material and workmanship and be subject to this specification in full. The specification will be construed as

minimum. All new equipment should the manufacturer's current published data or standard package exceed this, it will be considered minimum and will be furnished. The City reserves the right to waive or make exceptions to this requirement if it be to the City's best interest.

5.10. Basis Of Payment For Line Item Number(S): 1, 2, 3, 4, 5, 6, 7, 9, 10, and 11 All New Fitness Equipment

Basis Of Payment for all Catalog Line Items/Groups:

The bidder/contractor will be paid based on the manufacture's catalog list price reflecting the highest percent (%) discount from the manufacture's list price submitted on the proposal pages for fitness equipment that is delivered , installed and fully operational.

5.11. Back Orders

Electronic or written notification of backordered items must be sent immediately to the Department. For any back orders that cannot be filled within twenty-one (21) business days, the Department will have the option of accepting or canceling the backorder or the Department may submit a request for a substitute item. The City is not to be charged for expenses incurred due to the cancellation of backorders.

5.12. Incorrect /Defective Merchandise and Parts

The Contractor will be responsible for any incorrect or damaged shipments and defective merchandise. The Contractor must make arrangements with their common carrier or company personnel to pick-up any unacceptable Wellness, Fitness Equipment and Maintenance within forty-eight (48) hours of notification, at no cost to the City.

The Contractor must replace the incorrect, damaged or defective merchandise or issue a credit within seven (7) business days of the return. If the replacement merchandise or a credit is not received within seven (7) business days, the City will deduct the amount of the return from any outstanding invoice at the time of payment.

The City of Chicago will not be subject to restocking charges.

5.13. Line Item Number(s) 12 and 13: On Site Repairs and Maintenance Of Wellness, Fitness Equipment and Preventative Maintenance General Description

General Description For Line Items Number(s) 12 and 13:

The contractor must be able to provide quality, and professional maintenance service on all types of Fitness Equipment as specified on the proposal pages. The contractor must be certified to repair such equipment as identified on the proposal pages by group, and the Contractor must be able to provide proof of each type of equipment that he/she is certified to repair.

The required maintenance will include but is not limited to the following.

- A. Replacement of unsafe parts and/or Fitness equipment
- C. Re-upholstery
- D. Repair of equipment

5.13.1. On Site Repair Service

Contractors must be able to respond to a service call within forty-eight (48) hours.

Chicago Police Department:

Service for the Chicago Police Department must be provided at various locations, Monday through Friday from 7:00 am until 3:00 pm. Work, purchases and deliveries will only be executed through the direction of the Administrative Manager of the Education and Training Division, Allyson M.

Clark-Henson at (312) 746-8310 ext. 239 or by email at allyson.clark@chicagopolice.org, as should any technical, operational or performance issues.

Office of Emergency Management and Communication:

Service for the Office of Emergency Management and Communications, located at 1411 West Madison Avenue, Chicago, Illinois 60607, must be provided Monday through Friday from 9:00 a.m. to 3:00 p.m. Arrangements must be made with Cara Brock at (312) 746-6361 or Tamie Sepulveda at (312) 746-9417 or the general number (312) 746-9111 to leave a message.

Chicago Fire Department:

Service for the Chicago Fire Department, located at 558 West DeKoven Street, Chicago, Illinois 60607, must be provided Monday through Friday from 9:00 a.m. to 3:00 p.m. Arrangements must be made with Instructor D. Johnson at (312) 747-7239.

5.13.2. Fitness Equipment Repair: Line Item Number 12

The unit cost for regular repair service labor performed will be billed as regular time, hourly rate, Monday through Friday, 7:00 a.m. to 3:00 pm., excluding nights, Saturdays, Sundays and any Holidays, as quoted on the Proposal Page(s), unless the Contractor's regular service hours are longer, then the Contractor's regular service hours will apply.

Important Note: Overtime rates will not be billed for repairs and/or service performed outside of regular time hourly rate.

The labor rate must include any and all peripheral costs. The Contractor must not perform any work outside the regular working hours without the prior authorization from the Superintendent of the Chicago Police Department or an Authorized Representative.

5.13.3. Preventive Maintenance: Line Item Number 13

The vendor will be required to perform basic routine maintenance as suggested by the manufacturer to ensure longer life for all new and existing equipment, which should reduce the cost of expensive parts replacement and repairs. The bidder must be familiar with both preventive maintenance and repairs that may be required by this specification. Preventive maintenance for all Fitness Equipment must be performed at each location twice a year, by an authorized technician for the equipment as specified by line item and catalog and/or in accordance with the manufacturer's maintenance requirement.

5.13.4. Irreparable Equipment

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

5.14. Basis Of Payment For Line Item Number(s) 12 and 13: On Site Repair and Maintenance Fitness Equipment

Basis Of Payment For Line Items Number(S) 12 and 13

The bidder/contractor will be paid rates submitted on the proposal pages. The unit of measurement utilize for the purpose of this specification is Hour as follows:

Hourly Line Items: Line Items 12 and 13 refer to work that includes repair or preventive maintenance of any Fitness equipment accomplished by one person in a one hour (equivalent to 60 minutes) time period. Travel time cannot be included in the hourly rate charged to the City.

Important Note: The vendor must provide to the City or an Authorized Representative an estimate of any requested repairs prior

all repair services and/or performance of services the following:

- (a) A repair estimate for fitness equipment must be submitted within the first hour of services and prior to any repairs being performed, and the estimate must be approved prior to performing any on site repairs, see attachment number two (2), **Wellness, Fitness Equipment Service Report.**
- (b) If a piece of fitness equipment is found to be inoperable and unable to be repaired the contractor may only be paid for one (1) hour for repair services, the contractor must then submit a report with details that specifically identify the inoperable condition of the said fitness equipment.

5.15. Locations of Chicago Police Department Fitness Equipment

There are currently twenty-nine (29) locations within The Chicago Police Department that may accommodate fitness centers. Some districts have no fitness facilities at this time. The locations of current and future fitness centers are listed below, Attachment Number One (1) list the existing equipment by location:

| DISTRICT | LOCATION | ZIP CODE |
|------------------|-----------------------|----------|
| 1. District 001 | 1718 S. State St. | 60616 |
| 2. District 002 | 5101 S. Wentworth | 60609 |
| 3. District 003 | 7040 S. Cottage Grove | 60637 |
| 4. District 004 | 2255 E. 103rd St. | 60617 |
| 5. District 005 | 727 E. 111th St. | 60628 |
| 6. District 006 | 7808 S. Halsted | 60620 |
| 7. District 007 | 1400 W 63rd St | 60636 |
| 8. District 008 | 3420 W. 63rd St. | 60629 |
| 9. District 009 | 3120 S Halsted | 60609 |
| 10. District 010 | 3315 W. Ogden | 60623 |
| 11. District 011 | 3151 W. Harrison | 60612 |
| 12. District 012 | 100 S. Racine Ave. | 60607 |
| 13. District 013 | 937 N. Wood St. | 60622 |
| 14. District 014 | 2150 N. California | 60647 |
| 15. District 015 | 5701 W. Madison | 60644 |
| 16. District 016 | 5151 N. Milwaukee | 60630 |
| 17. District 017 | 4650 N. Pulaski | 60630 |
| 18. District 018 | 1160 N. Larrabee | 60610 |
| 19. District 019 | 2452 W. Belmont Ave. | 60618 |
| 20. District 020 | 5400 N. Lincoln | 60625 |
| 21. District 022 | 1900 W. Monterey | 60643 |

| | | |
|-------------------------------|------------------------------|-------|
| 22. District 024 | 6464 N. Clark | 60626 |
| 23. District 025 | 5555 W. Grand | 60639 |
| 24. Homan Square | 3340 W. Fillmore | 60624 |
| 25. CPD Headquarters | 3510 S. Michigan Ave. | 60653 |
| 26. Education & Training Div. | 1300 W. Jackson Blvd. | 60607 |
| 27. Mounted Unit | 7059 S. South Shore Drive | 60649 |
| 28. Marine Unit | 250 N. Breakwater Access Dr. | 60601 |
| 29. Helicopter Unit | 3no954 E. Foreman Drive | 60617 |

IMPORTANT NOTE: Bidders may contact Allyson-Clark-Henson, at the Chicago Police Department at (312) 476-8310, Extension #239 for locations that may be feasible for viewing prior to bid opening. Access cannot be guaranteed to any of the above locations.

5.16. Performance Of Services, Delivery Of Parts And Equipment

Delivery of Fitness Equipment and the performance of Maintenance to the Chicago Police Department must be made F.O.B., City of Chicago, at any location listed under Section 5.24 entitled ‘**Locations of Chicago Police Department Fitness Equipment**, regardless of the purchase order release amount.

Deliveries must be made between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding Saturday, Sunday’s or any legal holidays.

Deliveries of Fitness Equipment and the performance of Maintenance for the Office of Emergency Management and Communications (OEMC) must be made F.O.B., City of Chicago, Office of Emergency Management and Communications (OEMC), 1411 West Madison Avenue, Chicago, Illinois 60607, regardless of the purchase order release amount, between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding Saturday, Sunday’s or any legal holidays.

Deliveries of Fitness Equipment and the performance of Maintenance for the Chicago Fire Department must be made F.O.B., City of Chicago, Chicago Fire Department, 558 West DeKoven Street, Chicago, Illinois 60607, regardless of the purchase order release amount, between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding Saturday, Sunday’s or any legal holidays

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

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

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

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

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

No employee must seek entry into any Department location, conduct any maintenance work, purchase or replace any equipment without receiving prior clearance from the Administrative Manager of the Education and Training Division. All employees must display picture ID while visiting any Department facility

5.17. Site Visit

The City of Chicago reserves the right to visit the Contractor's service facility prior to contract award and during the lifetime of the contract. Bidder may be notified of any scheduled site visit.

5.18. Time of Completion

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

5.19. Written Proposals

5.20. Repair Proposals

The Contractor will prepare a written proposal for all services including but is not limited to the following information:

- A. contract number
- B. name of City department
- C. name and phone number of City contact person
- D. description of services
- E. name and signature of the Contractors employees performing the work

The Contractor, upon written approval, in the form of a purchase order release from an authorized representative of the Using Department, may proceed with any services veterinary . In the event any services cannot be performed, the Contractor will prepare a written explanation of the condition and a recommended method of action to be taken.

The City reserves the right to add and/or delete various models and types of Comprehensive Wellness, Fitness Equipment and Maintenance during the term of the Contract.

5.21. Correction of Work

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

5.22. Failure to Proceed with Directed Work

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

5.23. Protection of Work, Damages and Repairs

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

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

5.24. Character of Workers

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

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

5.25. Work Performed at City Facility

5.25.1. Employees

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

5.25.2. Uniforms

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

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

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

5.25.3. Use of City Facilities

The Contractor must inform the Director of the Office of Emergency Management and Communications or authorized representative of the use of City facilities, such as telephones.

Smoking is prohibited in all City of Chicago facilities.

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

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

5.26. Groups A – K Catalog Line Items Price Adjustment Not Applicable

The proposed discount submitted on the proposal pages will be fixed for line items one (1) through eleven (11) and firm for the duration of this Contract.

5.27. Group L Only Price Adjustment

A maximum 3% annual increase may be allowed after the initial 12 month period, for line items twelve (12) and thirteen (13). The Contractor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of price increase for the hourly rate line items only. The Contractor must also furnish a written statement which states that the increase represents the cost of the product and in no way includes an increase for profits or overhead. The Chief Procurement Officer may require additional information to verify the price increase.

The request for price increase must be submitted within 30 days of the twelve (12) month anniversary of the Contract start date. If the price increase request is not submitted within this timeframe, the Contractor will not be entitled to a price adjustment for the upcoming year.

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

6.1. Policy And Terms

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

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

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

Note: For the bid specific MBE and WBE Contract participation goal percentages, please see the Compliance Type Description section of the Proposal Pages (City of Chicago Request For Quotation). For the convenience of the bidder, these percentages are also indicated on the cover of the specification.

This commitment is met by the Contractor's status as a MBE or WBE or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture) or by subcontracting a portion of the work to one or more MBEs or WBEs or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government contracts of such Contractor) or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's Participation Plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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

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

6.2. Definitions

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

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

“BEPD” means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

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

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

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

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

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

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

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

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

“Directory” means the Directory of Certified “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

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

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

“Joint Venture” means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

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

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

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

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

6.3. Joint Ventures

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

6.3.1. Joint Venture Eligible Credit

The joint venture may be eligible for credit towards the Contract Specific Goals only if:

- i. The MBE or WBE joint venture partner’s share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
- ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
- iii. Each joint venture partner executes the Bid to the City; and
- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract and all such terms and conditions are in accordance with the conditions set forth in Items i, ii and iii above in this Section 6.3.1.

6.3.2. The Chief Procurement Officer Evaluation of a Joint Venture

The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals and the portion of those goals met by the joint venture, shall be final.

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

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

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

6.3.3. Schedule B: MBE/WBE Affidavit of Joint Venture

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

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

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

6.3.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

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

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

6.3.5. Commercially Useful Function

Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.

- i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices and other relevant factors.

- ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non-MBE and non-WBE firms perform the same function in the marketplace to make a determination.

6.3.6. Area of Specialty

Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.

6.3.7. Maintenance, Installation, Repairs or Inspection

For Maintenance, installation, repairs or inspection, if the MBE or WBE performs the work itself, 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

6.3.8. MBE or WBE Is a Manufacturer

If the MBE or WBE is a manufacturer, 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

6.3.9. MBE or WBE Is a Distributor or Supplier

If the MBE or WBE is a distributor or supplier, 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

6.3.10. MBE or WBE Is a Broker

If the MBE or WBE is a broker, 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals. As defined above, Brokers provide no commercially useful function.

6.3.11. MBE or WBE Is a Member of the Joint Venture

If the MBE or WBE is a member of the joint venture contractor/bidder:

- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
- ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
- iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.

6.3.12. MBE or WBE Subcontracts Work

If the MBE or WBE subcontracts out any of its work:

- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
- ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by the Maintenance, Installation, Repairs or Inspection section above).

- iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.4. 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 participation goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the Bid or proposal.

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

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

- Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) Calendar Days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

All bidders must submit all required documents at the time of bid opening to expedite the contract award.

6.4.1. Direct / Indirect Participation

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

1. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven

certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

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

OR

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 subcontractor's quote is excessively costly, the bidder must provide the following information:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - b. A listing of all potential subcontractors contacted for a quotation on that work item;
 - c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
3. 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:
 - a. The City's estimate for the work under a specific subcontract;

- b. The bidder's own estimate for the work under the subcontract;
- c. An average of the bona fide prices quoted for the subcontract;
- d. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.4.2. Assist Agency Participation

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

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

6.4.3. Impracticability

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

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

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

6.5. Procedure to Determine Bid Compliance

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

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

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

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

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

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

If a facsimile, photocopy, scan copy or other copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five Business Days after notification by the CPO.

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.

6.5.2. Letters of Certification.

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

6.5.3. Joint Venture Agreements.

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

6.5.4. Required Schedules Regarding MBE/WBE Utilization.

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with the Regulations Governing Reductions To or Waiver of MBE/WBE section above, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved Participation Plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and

documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

6.6. Reporting Requirements During The Term Of The Contract

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

The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2) or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm. Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

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

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

6.7. Changes To Participation Plan

1. No changes to the Participation Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the CPO. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City and may cause termination of the executed Contract for breach and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

2. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
 - a. Unavailability after receipt of reasonable notice to proceed;
 - b. Failure of performance;
 - c. Financial incapacity;
 - d. Refusal by the subcontractor to honor the bid or proposal price or scope;
 - e. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - f. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
 - g. The subcontractor's withdrawal of its bid or proposal; or
 - h. De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).

3. If it becomes necessary to substitute a MBE or WBE or otherwise change the Participation Plan, the procedure will be as follows:
 - a. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Participation Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 - b. The City will approve or deny a request for substitution or other change within 15 Business Days of receipt of the written request.
 - c. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE or of Good Faith Efforts, must meet the requirements in the Regulations Governing Reductions To or Waiver of MBE/WBE section above. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
 - d. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Participation Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Participation Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 - e. A new subcontract must be executed and submitted to the Contract Compliance Officer within five Business Days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

6.8. Non-Compliance and Damages

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

Payments due to the contractor may be withheld until corrective action is taken.

Remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years and the amount of the discrepancy between the amount of the commitment in the Participation Plan, as such amount may be amended through change orders or otherwise over the

term of the contract and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 Business Days of the final determination.

6.9. Arbitration

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.

An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) Calendar Days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.

The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) Calendar Days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) Calendar Days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.10. Equal Employment Opportunity

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

Attachment A – Assist Agencies

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

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

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

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

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

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

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

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

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

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

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

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 644-8557
Web: www.nawbochicago.org

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

Chicago Area Gay & Lesbian
Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

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

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

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

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

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

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

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

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

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

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

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

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

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

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

January 2012

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer’s Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 71740B
Project Description: WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

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

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

Monica Jimenez, 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,

Schedule B: Affidavit of Joint Venture (MBE/WBE)

Specification No.: 71740B
Project Description: WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE

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.

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

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

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

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

5. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
6. Ownership of the Joint Venture.
 - a. What are the percentage(s) of MBE/WBE ownership of the joint venture? _____
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____
 - b. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 - i. Profit and loss sharing: _____
 - ii. Capital contributions:
 1. Dollar amounts of initial contribution: _____
 2. Dollar amounts of anticipated on-going contributions: _____
 - c. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

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

 - e. Provide copies of all written agreements between venturers concerning this project.
 - f. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

7. 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):

i. Supervision of field operations: _____

ii. Major purchases: _____

iii. Estimating: _____

iv. Engineering: _____

8. Financial Controls of joint venture:

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

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

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

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

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

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

Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE _____ (number) Employed by MBE/WBE _____

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

Which venturer will be responsible for the preparation of joint venture payrolls?

Please state any material facts of additional information pertinent to the control and structure of this 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 which may be awarded and for initiating action under federal or state laws concerning false statements.

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

| | |
|------------------------------|----------------------------------|
| _____ | |
| _____ | |
| Name of MBE/WBE Partner Firm | Name of Non-MBE/WBE Partner Firm |
| _____ | |
| _____ | |
| Signature of Affiant | Signature of Affiant |
| _____ | |
| _____ | |
| Name and Title of Affiant | Name and Title of Affiant |
| Date _____ | Date _____ |
| _____ | |

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

Names of affiants: _____,

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant

Specification No.: 71740B
Project Description: WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE

From: _____ MBE: Yes ___ No ___
(Name of MBE or WBE Firm) WBE: Yes ___ No ___

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

The undersigned is prepared to perform the following services or supplies in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

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

\$ _____ %

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach an explanation and description of the services of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President, or Authorized Agent of MBE or WBE Date

Name AND Title (Print)

Phone Number Email Address

ALL SCHEDULE C-1s MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan

A COMPLETED SCHEDULE D-1 MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL.

Specification No.: 71740B
Project Description: WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE

State of _____

County (City) of _____

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

Name of Bidder

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

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

I. Direct Participation of MBE/WBE Firms

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

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

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

C. MBE/WBE subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

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. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

7. Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

A. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

B. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation:
\$ _____

Percent Amount of Participation:
_____ %

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

C. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation:
\$ _____

Percent Amount of Participation:
_____ %

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

D. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation:
\$ _____

Percent Amount of Participation:
_____ %

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

E. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation:
\$ _____

Percent Amount of Participation:
_____ %

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

F. Attach additional sheets as needed.

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

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

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

MBE Indirect Participation (from Section II.)

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

| | Dollar Amount | Percent |
|--|-----------------|----------------|
| Total MBE Direct and Indirect Participation | \$ _____ | _____ % |

B. WBE Proposal

WBE Direct Participation (from Section I.)

| WBE Firm Name | Dollar Amount | Percent |
|---------------------------------------|-----------------|----------------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| Total Direct WBE Participation | \$ _____ | _____ % |

WBE Indirect Participation (from Section II.)

| WBE Firm Name | Dollar Amount | Percent |
|--|-----------------|----------------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| Total Indirect WBE Participation | \$ _____ | _____ % |
| | Dollar Amount | Percent |
| Total WBE Direct and Indirect Participation | \$ _____ | _____ % |

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

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

Name: _____

Phone Number: _____

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

Signature of affiant: _____ Date: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name /s of person/s)

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

A COMPLETED SCHEDULE D-1 MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL.

ARTICLE 7. INSURANCE REQUIREMENTS

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

7.1. Insurance to be Provided, Police Department, Wellness, Fitness Equipment and Maintenance

7.1.1. Workers Compensation and Employers Liability

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

7.1.2. 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, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

7.1.3. 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 \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

7.1.1. 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.

7.1.2. All Risk Property

The Contractor must maintain All Risk Commercial Property Insurance covering loss or damage at full replacement cost to any City of Chicago equipment, materials, parts, or supplies while in the care, custody, and control of the Contractor as part of the Contract. The Contractor is responsible for any damage to City property at replacement cost that results from this Contract.

7.2. Additional Requirements

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

8.1. Online EDS Filing Required Prior To Bid Opening

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

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an “EDS Information Update” does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

8.2. Online EDS Web Link

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

8.3. Online EDS Number

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

EDS Number: _____

8.4. Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

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

8.5. Preparation Checklist for Registration

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

- _____ 1. Invitation number, if you were provided an invitation number.
- _____ 2. EDS document from previous years, if available.
- _____ 3. Email address to correspond with the Online EDS system.
- _____ 4. Company Information:
 - _____ a. Legal Name
 - _____ b. FEIN/SSN
 - _____ c. City of Chicago Vendor Number, if available.
 - _____ d. Address and phone number information that you would like to appear on your EDS documents.
 - _____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company or the first person that registers for your company.

8.6. Preparation Checklist for EDS Submission

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

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

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

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

1. 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.
2. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address

_____ c. Fees – Estimated or paid

8.7. EDS Frequently Asked Questions

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

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, www.yahoo.com or rmail.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, 7.0, 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.

ARTICLE 9. PROPOSAL PAGES

Proposal page(s) follow.

Remainder of page intentionally blank.

Proposal page(s) follow.

**WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE
 BID PRICE SUMMARY SHEET *****

| LINE # | NAME OF CATALOG | GROUP | PRICES SUBMITTED FOR CATALOGS AND/OR BID LINES (Answer Yes/No) | DISCOUNT BY LINE (If Applicable) | Total/Extended Bid Price By Line/Group <i>Lines #s 1 – 11 = Estimated Usage X Mark Up % (+ Estimated Usage) Lines #s 12 – 13 = Estimated Usage X Bid Price</i> |
|---------|-----------------------------------|-------|---|---|---|
| 1 | Precor | A | | | |
| 2 | Life Fitness | B | | | |
| 3 | Cybex | C | | | |
| 4 | Free Motion | D | | | |
| 5 | Star Trac | E | | | |
| 6 | Nautilus | F | | | |
| 7 | Universal | G | | | |
| 8 | Hammer Strength | H | | | |
| 9 | Pro Maxima | I | | | |
| 10 | Ringside | J | | | |
| 11 | Cross Fit | K | | | |
| 12 - 13 | Repair and Preventive Maintenance | L | | N/A | |

Groups A – L Total \$ _____

*****BIDDER MUST ALSO COMPLETE PROPOSAL PAGES THAT FOLLOW THIS SUMMARY PAGE*****

RFQ Header Information

| | |
|--|--|
| Please Respond By 9/27/2012 | RFQ Description WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE |
| RFQ Number 4085 | Special Instructions |
| Ship To Location 057-3608 EDUCATION AND TRAINING | Your Quote is Effective as of 9/27/2012 |
| For More Information Please Contact BERNIE HARGES | RFQ Status Active |

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

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

RFQ Header Details

| | |
|--|--------------------------------|
| Contract Type WORK SERVICES / FACILITIES MAINT. | Specification 71740B |
| Target Market NO | Procurement Type BID |
| Advertise Date 9/10/2012 | Bid Deposit Required NO |
| WEB BID Edit Rules GROUP | |

Compliance Officer

Compliance Type Description

| | Percentage Type Desc | Required % |
|------------------------------------|------------------------|------------|
| Minority Owned Business Enterprise | Target Percentage Rate | 25.00 % |
| Women Owned Business Enterprise | Target Percentage Rate | 5.00 % |

WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE
 THE CHICAGO POLICE DEPARTMENT, SPECIFICATION NUMBER 71740B
 RFQ NUMBER: 4085

| <u>Line No</u> | <u>Line Type</u> | <u>Item</u> | <u>Category</u> | <u>Commodity Desc</u> | <u>Group ID</u> | <u>UOM</u> | <u>Estimated Usage</u> | <u>Price</u> | <u>Discount or Markup %</u> | <u>Extended Price</u> | <u>Catalog # / ID, Date and Mfr</u> | <u>Comments</u> |
|--------------------------------|------------------|-------------|-----------------|--|-------------------------|--------------------|------------------------|--------------|-----------------------------|-------------------------------------|-------------------------------------|-----------------|
| 1 | Catalog Line | 80599.90 | 80599.90 | Precor Catalog: Fitness Equipment | A: PRECOR CATALOG | Discount From List | \$ 98750 | (N/A) | | \$ | N/A | |
| Group | | | | | | | | | | | | |
| A: PRECOR CATALOG | | | | | | | | | | Total Group A Extended Price | | \$ _____ |
| 2 | Catalog Line | 80599.91 | 80599.91 | Lifefitness Catalog: Fitness Equipment | B: LIFE FITNESS CATALOG | Discount From List | \$ 96250 | (N/A) | | \$ | N/A | |
| Group | | | | | | | | | | | | |
| B: LIFE FITNESS CATALOG | | | | | | | | | | Total Group B Extended Price | | \$ _____ |
| 3 | Catalog Line | 80599.92 | 80599.92 | Cybox Catalog: Fitness Equipment | C: CYBEX CATALOG | Discount From List | \$ 33750 | (N/A) | | \$ | N/A | |
| Group | | | | | | | | | | | | |
| C: CYBEX CATALOG | | | | | | | | | | Total Group C Extended Price | | \$ _____ |
| 4 | Catalog Line | 80599.93 | 80599.93 | Free Motion Catalog: Fitness Equipment | D: FREE MOTION CATALOG | Discount From List | \$ 34250 | (N/A) | | \$ | N/A | |
| Group | | | | | | | | | | | | |
| D: FREE MOTION CATALOG | | | | | | | | | | Total Group D Extended Price | | \$ _____ |
| 5 | Catalog Line | 80599.94 | 80599.94 | Star Trac Catalog: Fitness Equipment | E: STAR TRAC CATALOG | Discount From List | \$ 103750 | (N/A) | | \$ | N/A | |
| Group | | | | | | | | | | | | |
| E: STAR TRAC CATALOG | | | | | | | | | | Total Group E Extended Price | | \$ _____ |
| 6 | Catalog Line | 80599.95 | 80599.95 | Nautilus Catalog: Fitness Equipment | F: NAUTILUS CATALOG | Discount From List | \$ 31250 | (N/A) | | \$ | N/A | |
| Group | | | | | | | | | | | | |
| F: NAUTILUS CATALOG | | | | | | | | | | Total Group F Extended Price | | \$ _____ |

WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE
 THE CHICAGO POLICE DEPARTMENT, SPECIFICATION NUMBER 71740B
 RFQ NUMBER: 4085

| | | | | | | | | | | | | |
|---|--------------|----------|----------|--------------------------------------|----------------------|--------------------|----------|-------|--|----|-----|--|
| 7 | Catalog Line | 80599.96 | 80599.96 | Universal Catalog: Fitness Equipment | G: UNIVERSAL CATALOG | Discount From List | \$ 93750 | (N/A) | | \$ | N/A | |
|---|--------------|----------|----------|--------------------------------------|----------------------|--------------------|----------|-------|--|----|-----|--|

Group G: UNIVERSAL CATALOG **Total Group G Extended Price** \$ _____

| | | | | | | | | | | | | |
|---|--------------|----------|----------|--|----------------------------|--------------------|----------|-------|--|----|-----|--|
| 8 | Catalog Line | 80599.97 | 80599.97 | Hammer Strenght Catalog: Fitness Equipment | H: HAMMER STRENGTH CATALOG | Discount From List | \$ 96750 | (N/A) | | \$ | N/A | |
|---|--------------|----------|----------|--|----------------------------|--------------------|----------|-------|--|----|-----|--|

Group H: HAMMER STRENGTH CATALOG **Total Group H Extended Price** \$ _____

| | | | | | | | | | | | | |
|---|--------------|----------|----------|--------------------------------------|-----------------------|--------------------|----------|-------|--|----|-----|--|
| 9 | Catalog Line | 80599.98 | 80599.98 | Promaxima Catalog: Fitness Equipment | I: PRO MAXIMA CATALOG | Discount From List | \$ 13500 | (N/A) | | \$ | N/A | |
|---|--------------|----------|----------|--------------------------------------|-----------------------|--------------------|----------|-------|--|----|-----|--|

Group I: PRO MAXIMA CATALOG **Total Group I Extended Price** \$ _____

| | | | | | | | | | | | | |
|----|--------------|----------|----------|-------------------------------------|----------------------|--------------------|----------|-------|--|----|-----|--|
| 10 | Catalog Line | 80599.89 | 80599.89 | Ringside Catalog: Fitness Equipment | J: RING SIDE CATALOG | Discount From List | \$ 44500 | (N/A) | | \$ | N/A | |
|----|--------------|----------|----------|-------------------------------------|----------------------|--------------------|----------|-------|--|----|-----|--|

Group J: RING SIDE CATALOG **Total Group J Extended Price** \$ _____

| | | | | | | | | | | | | |
|----|--------------|----------|----------|--------------------------------------|----------------------|--------------------|----------|-------|--|----|-----|--|
| 11 | Catalog Line | 80599.88 | 80599.88 | Cross Fit Catalog: Fitness Equipment | K: CROSS FIT CATALOG | Discount From List | \$ 93750 | (N/A) | | \$ | N/A | |
|----|--------------|----------|----------|--------------------------------------|----------------------|--------------------|----------|-------|--|----|-----|--|

Group K: CROSS FIT CATALOG **Total Group K Extended Price** \$ _____

**WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE
THE CHICAGO POLICE DEPARTMENT, SPECIFICATION NUMBER 71740B
RFQ NUMBER: 4085**

| | | | | | | | | | | | | |
|----|---------------|------------|-------|---|---------------------------|------|------|----|-------|----|-------|--|
| 12 | Work Services | 9311110100 | 93111 | MAINTENANCE AND ON SITE REPAIR OF ATHLETIC AND FITNESS EQUIPMENT - REPAIR SERVICE FOR FITNESS EQUIPMENT | L: ON SITE REPAIR SERVICE | Hour | 1300 | \$ | (N/A) | \$ | (N/A) | |
| 13 | Work Services | 9311110111 | 93111 | MAINTENANCE AND REPAIR OF ATHLETIC AND FITNESS EQUIPMENT - PREVENTATIVE MAINTENANCE FOR FITNESS EQUIPMENT | L: PREVENTIVE MAINTENANCE | Hour | 4708 | \$ | (N/A) | \$ | (N/A) | |

Group

L: MAINTENANCE AND REPAIR SERVICE

Total Group L Extended Price \$ _____

Group Grand Total

Total Group A - L Extended Price \$ _____

9.1. ADDITIONAL PROPOSAL INFORMATION: BID DATA SHEETS

9.1.1. Contractor's Experience and Years in Business

A. BIDDER MUST INDICATE:

| Bidder Qualification Questions | | | List The Total Number Of Years In The Commercial Fitness Equipment Business? |
|---------------------------------------|---|-----|---|
| Bidder Must Check Yes or No | | YES | NO |
| | | | _____ Years |
| 1. | Bidder has been in business for at least five (5) years? (Bidder must also submit a letter certifying they have a minimum of five years of experience in the fitness equipment business. Contractor has also provided with bid document a detailed description of the company's background. | | |
| 2. | Contractor has provided a list of references with bid document. | | |
| 3. | If applicable, the Contractor has provided with bid submittal a list of key personnel that will be assigned to this work and their resumes with a brief description of their years of experience maintaining and repairing Commercial Grade Fitness Equipment. Also provide a copy of any degrees and or certificated received in this area of expertise. | | |
| 4. | Can the Contractor can purchase genuine parts and transfer all the warranties for all components, equipment, assemblies, and systems provided under this Contract? | | |
| 5. | Is the Contractor adequately insured to perform the services required by this specification? (Attach certificate of insurance) | | |
| 6. | Is the Contractor the manufacturer or an authorized dealer/distributor of the equipment to be provided? | | |
| 7. | Is the Contractor capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.)? | | |
| 8. | Is the Contractor capable of furnishing original product warranties and manufacturers' related services such as product information, product re-call notices, etc. | | |
| 9. | Have all Contractor's employees, and/or subcontractors, to be assigned work under this contract, gone through a background check? | | |
| 10. | If yes to question number nine (9), explain type, procedures and frequency of background check currently utilized by your organization: _____ _____ _____ (use an additional sheets of paper if needed) | | |
| 11. | Does the Contractor have a shop or a location to repair equipment if needed? | | |

9.1.2. Is Bidder a Manufacturer, Distributor and/or Authorized Distributor for the Catalogs Specified:

9.1.2.1. Group A: Precor Catalog, Line item 1

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

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

MANUFACTURER'S NAME: _____

ADDRESS: _____

MANUFACTURER'S CONTACT PERSON: _____

PHONE: (_____) _____

9.1.2.2. Group B: Life Fitness Catalog, Line item 2

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

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

MANUFACTURER'S NAME: _____

ADDRESS: _____

MANUFACTURER'S CONTACT PERSON: _____

PHONE: (_____) _____

9.1.2.3. Group C: Cybex Catalog, Line item 3

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

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

MANUFACTURER'S NAME: _____

ADDRESS: _____

MANUFACTURER'S CONTACT PERSON: _____

PHONE: (_____) _____

9.1.2.4. Group D: Free Motion Catalog, Line item 4

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.2.5. Group E: Star Trac Catalog, Line item 5

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.2.6. Group F: Nautilus Catalog, Line item 6

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.2.7. Group G: Universal Catalog, Line item 7

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.2.8. Group H: Hammer Strength Catalog, Line item 8

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.2.9. Group I: ProMaxima Catalog, Line item 9

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.2.10. Group J: RingSide Catalog, Line item 10

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.2.11. Group K: Cross Fit, Line item 11

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

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

MANUFACTURER'S NAME: _____
ADDRESS: _____
MANUFACTURER'S CONTACT PERSON: _____
PHONE: (_____) _____

9.1.3. Contractor will Provide Instructional Training:

The Contractor will provide instructional training that includes proper use and care of all new equipment delivered. Bidder must check one:

YES: _____ NO: _____

9.1.4. Contractor Facility

Location of facility where equipment may be repaired:

ADDRESS: _____

PHONE: (_____) _____

FAX: (_____) _____

9.2. CONTRACTOR’S ABILITY TO REPAIR COMMERCIAL GRADE FITNESS EQUIPMENT

Additional documents that must be included at time of bid submittal:

1. All proof of authorize dealer/distributor for each catalog/Bid Group(s):
 - a. Submit a signed and dated letter from the manufacturer stating that bidder is currently an authorized distributor that states the manufacturer will honor all warranties certifications letters for each manufacturer as specified on the proposal pages.
 - b. Bidder must provide proof of certification to repair commercial grade fitness equipment.
2. Group L: Bidder must have the ability to perform on-site and/or off-site repair as required by this solicitation.

A. CERTIFIED TO REPAIR FITNESS EQUIPMENT

| CERTIFIED TO REPAIR MAJOR BRANDS OF COMMERCIAL FITNESS GRADE EQUIPMENT | | | | | |
|---|-----------------|-------|---|----|--|
| At the time of bid submittal the Bidder must provide proof that they are certified to repair the following manufacturers equipment: | | | | | |
| | NAME OF CATALOG | GROUP | YES <input checked="" type="checkbox"/> | NO | Documentation Provided <input checked="" type="checkbox"/> (Check all that Apply) |
| 1. | Precor | A | | | |
| 2. | Life Fitness | B | | | |
| 3. | Cybex | C | | | |
| 4. | Free Motion | D | | | |
| 5. | Star Trac | E | | | |
| 6. | Nautilus | F | | | |
| 7. | Universal | G | | | |
| 8. | Hammer Strength | H | | | |
| 9. | Pro Maxima | I | | | |
| 10. | Ringside | J | | | |
| 11. | Cross Fit | K | | | |

9.3. ON SITE REPAIR SERVICES:

The Bidder is able to provide on-site repair service within forty-eight (48) hours of notification along with preventive maintenance, including but not limited to onsite re-upholstery, cable repairs, as may be required during the term of the Contract.

Bidder must check one:

| | |
|----------|---------|
| YES ____ | NO ____ |
|----------|---------|

| CERTIFIED TO REPAIR COMMERCIAL FITNESS GRADE EQUIPMENT | | | | | |
|--|-----------------|---|-----|----|--|
| EXISTING EQUIPMENT | | # OF YEAR(S) EXPERIENCE IN REPAIR SERVICES | YES | NO | DOCUMENTATION PROVIDED <input checked="" type="checkbox"/> (CHECK ALL THAT APPLY) |
| 1. | Life Fitness | | | | |
| 2. | Precor | | | | |
| 3. | ProMaxima | | | | |
| 4. | Star Track | | | | |
| 5. | Body Solid | | | | |
| 6. | Stair Master | | | | |
| 7. | Preacher Bench | | | | |
| 8. | Hammer Strength | | | | |
| 9. | Heavy bag | | | | |
| 10. | Northern Light | | | | |
| 11. | Apex | | | | |
| 12. | Mexican | | | | |
| 13. | Cross Cable | | | | |
| 14. | Total Gym | | | | |
| 15. | Chin Up | | | | |
| 16. | Magnum | | | | |

Important Note: the location of equipment is identified in attachment one (1): existing equipment by location

9.4. WELLNESS, FITNESS EQUIPMENT AND MAINTENANCE CLIENT REFERENCES

1. NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: (_____) _____

DESCRIPTION OF WORK: _____

YEARS IN BUSINESS: _____

2. NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: (_____) _____

DESCRIPTION OF WORK: _____

YEARS IN BUSINESS: _____

3. NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: (_____) _____

DESCRIPTION OF WORK: _____

YEARS IN BUSINESS: _____

Important Note: Only provide project specific references

9.5. CONTRACTORS LOCATION OF SERVICE FACILITY

(Use additional sheets of paper if needed)

ARTICLE 10. BIDDER CONTACT INFORMATION

Person to contact regarding bid:

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

10.1.1. Bidder Contact Information

B. PERSON TO CONTACT REGARDING BID:

Name: _____ Phone: _____

Fax No. _____ Email: _____

Address: _____

ARTICLE 11. CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 2%, as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in described in MCC 2-92-410 will not be allocated to the same bid.

1. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410?
() Yes () No
2. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?
() Yes () No
3. Street address of business location within the City of Chicago (P.O. address not accepted):

4. Describe the business activities are carried out at the location listed above: _____

5. How many full-time regular employees are currently employed at the location listed above? _____
6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

In order for the Chicago Business Preference to be allocated to Bidder's bid if applicable, the undersigned affirms that the above statements are correct.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____ County of _____

On this ____ day of _____, 20____, _____ personally appeared as an Authorized Officer of _____ (Business Name) and, known to me be the person described in the this Affidavit, acknowledged that he/she executed the same in the capacity herein stated and for the purpose herein contained.

(seal)

Notary Public Signature Commission Expires: _____

ARTICLE 12. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

12.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number **71740B** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) _____
(Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

ATTEST: _____
(Corporate Secretary Signature) (Affix Corporate Seal)

State of _____ County of _____

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

Notary Public Signature Commission Expires: _____

12.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number **71740B** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR
Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

12.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number **71740B** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

12.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number **71740B** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

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

Registration Number: _____
(Print or Type)

State of _____; County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

12.5. Bid Acceptance by City

Contract No.: _____

Specification No.: 71740B

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: 010-0100-57-053608-220340 and various

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

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

Exhibit 1: Insurance Certificate of Coverage

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

 (City) (State) (ZIP)

Specification #: 71740B
 RFP: 4085
 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 \$ _____ |
| Workers Compensation and Employers 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 workers 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: _____

1. ATTACHMENT NUMBER ONE (1): EXISTING EQUIPMENT BY LOCATION

Important Note: Currently there is no cardio equipment requiring TV attachable and/or integrated screens at the following locations.

| | |
|--|----------------------------------|
| EQUIPMENT LOCATED AT: | |
| Education & Training Division FC 1300 W. Jackson Blvd. Chicago, Illinois 60607 | |
| Life Fitness 95Ri Recumbent Bike | Education & Training Division FC |
| Life Fitness 95Ri Recumbent Bike | Education & Training Division FC |
| Life Fitness 95Ri Recumbent Bike | Education & Training Division FC |
| Life Fitness 95Ri Recumbent Bike | Education & Training Division FC |
| Life Fitness 95Ci Bike | Education & Training Division FC |
| Life Fitness 95Ci Bike | Education & Training Division FC |
| Life Fitness 95Ci Bike | Education & Training Division FC |
| Life Fitness 95Ci Bike | Education & Training Division FC |
| Life Fitness 95Xi Elliptical | Education & Training Division FC |
| Life Fitness 95Xi Elliptical | Education & Training Division FC |
| Life Fitness 95Xi Elliptical | Education & Training Division FC |
| Life Fitness 95Xi Elliptical | Education & Training Division FC |
| Life Fitness 95Ti Treadmill | Education & Training Division FC |
| Life Fitness 95Ti Treadmill | Education & Training Division FC |
| Life Fitness 95Ti Treadmill | Education & Training Division FC |
| Life Fitness 95Ti Treadmill | Education & Training Division FC |
| Precor Camber Curl 204 | Education & Training Division FC |
| Precor Triceps Extension 208 | Education & Training Division FC |
| Precor Seated Row 310 | Education & Training Division FC |
| Precor Incline Bench Press FLT 541 | Education & Training Division FC |
| Precor Incline Press 402 | Education & Training Division FC |
| Precor Lateral Raise 504 | Education & Training Division FC |
| Precor Weight Bench | Education & Training Division FC |
| Precor Weight Bench | Education & Training Division FC |
| Precor Shoulder Press FLT550 | Education & Training Division FC |
| Precor Bench Press FLT540 | Education & Training Division FC |
| Precor Leg Extension 605 | Education & Training Division FC |
| Precor Seated Leg Curl 619 | Education & Training Division FC |
| Precor Row FLT 531 | Education & Training Division FC |
| Precor Pec Fly/Rear Delt 505 | Education & Training Division FC |
| Precor Pull Down 304 | Education & Training Division FC |
| Precor Leg Sled-Seated 602B | Education & Training Division FC |
| Precor Abdominal Isolator 712 | Education & Training Division FC |

| | |
|--|----------------------------------|
| EQUIPMENT LOCATED AT: | |
| Education & Training Division FC 1300 W. Jackson Blvd. Chicago, Illinois 60607 | |
| Precor Adjustable Crossover 407B | Education & Training Division FC |
| Precor Adjustable Crossover 407B | Education & Training Division FC |
| Precor Preacher Bench (Free Weight) | Education & Training Division FC |
| Precor Smith Machine | Education & Training Division FC |
| Precor Chair | Education & Training Division FC |
| Precor Bench | Education & Training Division FC |
| Precor Sit Up Bench | Education & Training Division FC |
| Precor Angled Leg Press 601 | Education & Training Division FC |
| Precor Squat Rack | Education & Training Division FC |
| Precor Weight Rack (Free Weight) | Education & Training Division FC |
| Precor Dumbbell Rack | Education & Training Division FC |
| Precor Weight Rack (Free Weight) | Education & Training Division FC |
| Precor Weight Rack (Free Weight) | Education & Training Division FC |
| Precor Weight Rack (Free Weight) | Education & Training Division FC |
| Precor Weight Rack (Free Weight) | Education & Training Division FC |
| Precor Dumbbell Rack | Education & Training Division FC |
| Precor Shoulder Press 500 | Education & Training Division FC |
| Precor Vertical Chest Press 404 | Education & Training Division FC |
| ProMaxima Calf Raise | Education & Training Division FC |

| | |
|---|-----------------|
| EQUIPMENT LOCATED AT: | |
| Homan Square 3340 W. Fillmore Chicago, Illinois 60624 | |
| Star Trac Recumbent Bike | Homan Square FC |
| Star Trac Bike | Homan Square FC |
| Star Trac Bike | Homan Square FC |
| Star Trac Treadmill | Homan Square FC |
| Star Trac Treadmill | Homan Square FC |
| Star Trac Treadmill | Homan Square FC |
| Star Trac Treadmill | Homan Square FC |
| Star Trac Elliptical | Homan Square FC |
| Star Trac Elliptical | Homan Square FC |
| Star Trac Elliptical | Homan Square FC |
| Star Trac Elliptical | Homan Square FC |

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|---|-----------------|
| EQUIPMENT LOCATED AT: | |
| Homan Square 3340 W. Fillmore Chicago, Illinois 60624 | |
| Star Trac Max Rack | Homan Square FC |
| Epic Strength Chest | Homan Square FC |
| Star Trac Dual Adjusted Pulley | Homan Square FC |
| Star Trac Tilt Seat Calf (Plate Loaded) | Homan Square FC |
| ProMaxima Weight Bench | Homan Square FC |
| Star Trac Recumbent Bike | Homan Square FC |

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|--|-----------------|
| EQUIPMENT LOCATED AT: | |
| District 001 1718 S. State St. Chicago, Illinois 60616 | |
| Life Fitness Bike 9500HR | 001 District FC |
| Life Fitness Bike 9500HR | 001 District FC |
| Star Trac Recumbent Bike | 001 District FC |
| Life Fitness Strength Machine Lat Pull Down/Lat Row | 001 District FC |
| Life Fitness Leg Extension/Leg Curl | 001 District FC |
| Life Fitness Smith Machine | 001 District FC |
| Body Solid Angled Leg Press | 001 District FC |
| Life Fitness Life Step | 001 District FC |
| Life Fitness Treadmill | 001 District FC |
| Life Fitness Cross Trainer | 001 District FC |
| Life Fitness Treadmill | 001 District FC |
| Body Solid Chest Press | 001 District FC |
| Body Solid Sit Up Bench | 001 District FC |
| Life Fitness Bench #1 | 001 District FC |
| Life Fitness Bench #2 | 001 District FC |
| Body Solid Dip/Reverse Sit Up | 001 District FC |

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| EQUIPMENT LOCATED AT: | |
| District 018 1160 N. Larrabee Chicago, Illinois 60610 | |
| Life Fitness Life Step 95Hr | 018 District FC |
| Life Fitness Elliptical | 018 District FC |
| Life Faintness Treadmill | 018 District FC |
| Life Faintness Treadmill | 018 District FC |
| Stair Master | 018 District FC |
| Icarian V-Crunch AB103 | 018 District FC |
| Life Fitness Bike | 018 District FC |
| Life Fitness Bike | 018 District FC |
| Life Fitness Smith Machine | 018 District FC |
| Life Fitness Leg Extension/Leg Curl | 018 District FC |
| Life Fitness Lat Pull down/Lat Row | 018 District FC |
| Preacher Bench | 018 District FC |
| Bench | 018 District FC |
| Life Fitness Adjustable Bench | 018 District FC |
| Body Solid Sit-Up Bench | 018 District FC |
| Life Fitness Adjustable Bench | 018 District FC |
| Life Fitness Dumbell Rack | 018 District FC |
| Life Fitness Dumbell Rack | 018 District FC |

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|--|-----------------|
| EQUIPMENT LOCATED AT: | |
| District 010 3315 W. Ogden Chicago, Illinois 60623 | |
| Hammer Strength Smith Machine | 010 District FC |
| Life Fitness Multi Jungle | 010 District FC |
| Heavy Bag | 010 District FC |
| Life Fitness Treadmill 95Ti | 010 District FC |
| Life Fitness Treadmill 95Ti | 010 District FC |
| Dip Station | 010 District FC |
| Ironman Dip Station | 010 District FC |
| Life Fitness Elliptical 95Xi | 010 District FC |
| Life Fitness Stair Step 95Si | 010 District FC |
| Life Fitness Bike 95Ri | 010 District FC |
| Life Fitness Bike 95Ci | 010 District FC |
| Body Solid Weight Bench | 010 District FC |
| Hammer Strength Adjustable Bench | 010 District FC |
| Flat Bench | 010 District FC |
| Hammer Strength Adjustable Bench | 010 District FC |
| Paramount Adjustable Bench | 010 District FC |
| Sit-Up Bench | 010 District FC |
| Life Fitness Dumbell Rack | 010 District FC |
| Life Fitness Dumbell Rack | 010 District FC |
| Life Fitness Sit-Up Bench | 010 District FC |
| Northern Lights AB Bench | 010 District FC |
| Apex Weight Bench | 010 District FC |

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|---|-----------------|
| EQUIPMENT LOCATED AT: | |
| 009 district 3120 S Halsted Chicago, IL 60609 | |
| Hammer Strength Smith Machine | 009 District FC |
| Life Fitness Bike | 009 District FC |
| Life Fitness Bike | 009 District FC |
| Life Fitness Stair Step 95Si | 009 District FC |
| Life Fitness Elliptical 95Xi | 009 District FC |
| Life Fitness Treadmills | 009 District FC |
| Life Fitness Treadmills | 009 District FC |
| Life Fitness Leg Extension/Leg Curl | 009 District FC |
| Life Fitness Lat Pull Down/Low Row | 009 District FC |

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|---|-----------------|
| EQUIPMENT LOCATED AT: | |
| 009 district 3120 S Halsted Chicago, IL 60609 | |
| Life Fitness Multi Jungle | 009 District FC |
| Hammer Strength Weight Holder | 009 District FC |
| Hammer Strength Adjustable Bench | 009 District FC |
| Hammer Strength Adjustable Bench | 009 District FC |
| Life Fitness Dumbell Rack | 009 District FC |
| Life Fitness Dumbell Rack | 009 District FC |

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|---|-----------------|
| EQUIPMENT LOCATED AT: | |
| District 008 3420 W. 63 rd St. Chicago, Illinois 60629 | |
| Life Fitness Bike 95Ci | 008 District FC |
| Life Fitness Bike 95R | 008 District FC |
| Life Fitness Treadmill 95Ti | 008 District FC |
| Life Fitness Step Machine | 008 District FC |
| Life Fitness Elliptical 95Xi | 008 District FC |
| Hammer Strength Smith Machine | 008 District FC |
| Life Fitness Treadmill 95Ti | 008 District FC |
| Life Fitness Multi Jungle | 008 District FC |
| Hammer Strength Adjustable Bench | 008 District FC |
| Body Solid Sit-Up Bench | 008 District FC |
| Life Fitness Dumbell Rack | 008 District FC |
| Life Fitness Dumbell Rack | 008 District FC |

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|---|-----------------|
| EQUIPMENT LOCATED AT: | |
| 007 district 1400 W 63 rd St Chicago, IL 60636 | |
| Life Fitness Bike | 007 District FC |
| Life Fitness Bike | 007 District FC |
| Life Fitness Step Machine | 007 District FC |
| Life Fitness Elliptical | 007 District FC |

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| EQUIPMENT LOCATED AT: | |
| 007 district 1400 W 63 rd St Chicago, IL 60636 | |
| Life Fitness Treadmill | 007 District FC |
| Life Fitness Treadmill | 007 District FC |
| Life Fitness Lat Pull Down/Low Row | 007 District FC |
| Life Fitness Leg Curl/Leg Extension | 007 District FC |
| Life Fitness Multi Jungle | 007 District FC |
| Life Fitness Dumbell Rack | 007 District FC |
| Life Fitness Dumbell Rack | 007 District FC |
| Hammer Strength Adjustable Bench | 007 District FC |
| Hammer Strength Adjustable Bench | 007 District FC |
| Life Fitness Free Weight Rack | 007 District FC |
| Life Fitness Smith Machine | 007 District FC |

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| EQUIPMENT LOCATED AT: | |
| District 006 7808 S. Halsted Chicago, Illinois 60620 | |
| Life Fitness Treadmill TR9100HR | 006 District FC |
| Life Fitness Treadmill TR9100HR | 006 District FC |
| Life Fitness Cross Trainer CT9500HR | 006 District FC |
| Star Trac Bike | 006 District FC |
| Life Fitness Bike 9500HR | 006 District FC |
| Life Fitness Step Machine | 006 District FC |
| Life Fitness Bike LC9500HR | 006 District FC |
| Star Trac Treadmill | 006 District FC |
| Life Fitness Leg Extension/Leg Curl | 006 District FC |
| Life Fitness Tricep Extension | 006 District FC |
| ProMaxima Weight Bench | 006 District FC |
| Life Fitness Smith Machine | 006 District FC |
| Life Fitness Adjustable Bench | 006 District FC |
| Life Fitness Adjustable Bench | 006 District FC |
| ProMaxima Preacher Bench | 006 District FC |
| ParaBody Bench | 006 District FC |
| Life Fitness Dumbell Rack | 006 District FC |
| Life Fitness Dumbell Rack | 006 District FC |

| | |
|--|-----------------|
| EQUIPMENT LOCATED AT: | |
| District 015 5701 W. Madison Chicago, Illinois 60644 | |
| Life Fitness Bike 95Ci | 015 District FC |
| Life Fitness Bike 95R | 015 District FC |
| Life Fitness Treadmill 95Ti | 015 District FC |
| Life Fitness Treadmill 95Ti | 015 District FC |
| Life Fitness Elliptical 95Xi | 015 District FC |
| Hammer Strength Adjustable Bench | 015 District FC |
| Life Fitness Iso Track Climbing System 95Si | 015 District FC |
| Hammer Strength Adjustable Bench | 015 District FC |
| Body Solid Preacher Bench | 015 District FC |
| Fitness Gear Sit-Up Bench | 015 District FC |
| Life Fitness Multi Jungle | 015 District FC |
| Body Solid Weight Bench | 015 District FC |
| Hammer Strength Smith Machine | 015 District FC |
| PARABODY Dip Station | 015 District FC |
| Life Fitness Dumbell Rack | 015 District FC |
| Life Fitness Dumbell Rack | 015 District FC |

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|---|-----------------|
| EQUIPMENT LOCATED AT: | |
| District 014 2150 N. California Chicago, Illinois 60647 | |
| Universal Multi Station | 014 District FC |

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|--|-----------------|
| EQUIPMENT LOCATED AT: | |
| CPD Headquarters 3510 S. Michigan Ave. Chicago, Illinois 60653 | |
| Free Motion Treadmill | Headquarters FC |
| Free Motion Treadmill | Headquarters FC |

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|--|-----------------|
| EQUIPMENT LOCATED AT: | |
| CPD Headquarters 3510 S. Michigan Ave. Chicago, Illinois 60653 | |
| Life Fitness Treadmill 9100 HR | Headquarters FC |
| Life Fitness Treadmill 9100 HR | Headquarters FC |
| Life Fitness Treadmill 9100 HR | Headquarters FC |
| Life Fitness Treadmill 9100 HR | Headquarters FC |
| Life Fitness Bike 9500 HR | Headquarters FC |
| Free Motion Treadmill | Headquarters FC |
| Life Fitness Cross Trainer CT 9500 HR | Headquarters FC |
| Life Fitness Cross Trainer CT 9500 HR | Headquarters FC |
| Life Fitness Cross Trainer CT 9500 HR | Headquarters FC |
| Life Fitness Life Step 9500 HR | Headquarters FC |
| Life Fitness Bike 9500 HR | Headquarters FC |
| Life Fitness Chest Press | Headquarters FC |
| Life Fitness Abdominal Press | Headquarters FC |
| Life Fitness Seated Row | Headquarters FC |
| Life Fitness Shoulder Press | Headquarters FC |
| Life Fitness Arm Curl | Headquarters FC |
| Life Fitness Seat Dip | Headquarters FC |
| Life Fitness Horizontal Leg Press | Headquarters FC |
| Life Fitness Leg Curl | Headquarters FC |
| Life Fitness Leg | Headquarters FC |
| Life Fitness Low Back Extension | Headquarters FC |
| Life Fitness Cross Cable | Headquarters FC |
| Life Fitness Bike 9500 HR | Headquarters FC |
| Life Fitness Bike 9500 HR | Headquarters FC |
| Hammer Strength Calf Machine | Headquarters FC |
| Maxican Angled Leg Press | Headquarters FC |
| Hammer Strength Preacher Bench | Headquarters FC |
| Hammer Strength Sit-Up Bench | Headquarters FC |
| Maxican Sit-Up Bench | Headquarters FC |
| Life Fitness Adjustable Bench | Headquarters FC |
| Life Fitness Smith Machine | Headquarters FC |
| Life Fitness Adjustable Bench | Headquarters FC |
| Hammer Strength Utility Bench | Headquarters FC |
| Hammer Strength Incline Weight Bench | Headquarters FC |
| Hammer Strength Weight Bench | Headquarters FC |
| Maxican Barbell Rack | Headquarters FC |
| Life Fitness Dip Assist/Chin Assist | Headquarters FC |
| Life Fitness Dumbbell Rack | Headquarters FC |
| Life Fitness Dumbbell Rack | Headquarters FC |

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| EQUIPMENT LOCATED AT: | |
| District 017 4650 N. Pulaski Chicago, Illinois 60630 | |
| Life Fitness Smith Machine | 017 District FC |
| Hammer Strength Adjustable Bench | 017 District FC |
| Cross Cable | 017 District FC |
| Pro Sport Sit-Up Bench | 017 District FC |
| Hammer Strength Adjustable Bench | 017 District FC |
| Body Solid Preacher Bench | 017 District FC |
| Calf Machine | 017 District FC |
| Life Fitness Multi Jungle | 017 District FC |
| Life Fitness Bike 95Ci | 017 District FC |
| Life Fitness Climbing System 95Si | 017 District FC |
| ibigtLife Fitness Elliptical 95Xi | 017 District FC |
| Life Fitness Bike 95Ri | 017 District FC |
| Life Fitness Treadmill 95Ti | 017 District FC |
| Life Fitness Treadmill 95Ti | 017 District FC |
| Total Gym | 017 District FC |
| Life Fitness Dumbbell Rack | 017 District FC |
| Life Fitness Dumbbell Rack | 017 District FC |

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| EQUIPMENT LOCATED AT: | |
| District 016 5151 N. Milwaukee Chicago, Illinois 60630 | |
| Life Fitness Treadmill 9100HR | 016 District FC |
| Life Fitness Treadmill 9100HR | 016 District FC |
| Life Fitness Smith Machine | 016 District FC |

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| EQUIPMENT LOCATED AT: | |
| District 016 5151 N. Milwaukee Chicago, Illinois 60630 | |
| Chin Up Station | 016 District FC |
| Life Fitness Life Step | 016 District FC |
| Life Fitness Elliptical | 016 District FC |
| Magnum Fitness Sit-Up Bench | 016 District FC |
| Life Fitness Bike | 016 District FC |
| Life Fitness Bike | 016 District FC |
| Life Fitness Lat Pull Down/Low Row | 016 District FC |
| Life Fitness Leg Press | 016 District FC |
| Life Fitness Adjustable Bench | 016 District FC |
| Life Fitness Adjustable Bench | 016 District FC |
| Apex Dip Station | 016 District FC |
| Life Fitness Dumbbell Rack | 016 District FC |
| Life Fitness Dumbbell Rack | 016 District FC |

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| EQUIPMENT LOCATED AT: | |
| Helicopter Unit 3954 E. Foreman Drive Chicago, Illinois 60617 | |
| Star Trac Pro Series Cross Trainer | |

2. ATTACHMENT NUMBER TWO (2): WELLNESS, FITNESS EQUIPMENT SERVICE REPORT

Chicago Police Department

Wellness, Fitness Equipment Service Report

A. TYPE OF SERVICES PERFORMED: (Check One)

1. Preventive Maintenance Report: _____

2. Repair Report: _____

B. ON SITE REPAIR MAINTENANCE ESTIMATE REPORTS:

Estimated Cost of Parts: \$ _____

Estimated Labor Cost: \$ _____

Total Contractor Repair Estimate: \$ _____

DATE OF SERVICES: ____/____/____ START TIME: _____ FINISH TIME: _____

LOCATION OF SERVICES: DISTRICT _____ ADDRESS _____

C. CONTACTOR'S INFORMATION

Contactor's Name: _____

Address: _____

City, State & Zip: _____

Contractor's Telephone Number: _____

D. EQUIPMENT SERVICED:

| | Description | Serial Number | Final Disposition/Contractor Comments |
|----|-------------|---------------|---------------------------------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

Contractor's Representative:

Signature: _____

Date: _____

City's Representative

Signature: _____

Date: _____

(Important Note: A repair estimate must be submitted within the first hour of work, the contractor will not be paid for any work and/or parts and supplies provided without an approved estimate.)