March 7, 2017

ADDENDUM NO. 1 FOR BICYCLE MAINTENANCE AND REPAIR SERVICES SPECIFICATION NO. 174195

For which bids are scheduled to open in the Bid & Bond Room 103, City Hall, 121 N. LaSalle Street Chicago, Illinois 60602, at 11:00 a.m. Central Time, on March 9, 2017.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL EXECUTION PAGE

Revision No. 1 BID OPENING DATE POSTPONEMENT.
 Bid Postponement, Bids which were scheduled to open March 9, 2017 is hereby postponed.

The new bid opening date is scheduled for March 22, 2017 at 11:00 a.m.

2. Revision No. 2

Remove Detailed Specifications and Replace with the attached Detailed Specifications – Addendum No. 1 - Revised.

3. Revision No. 3

Section 2.0 has been revised.

4. Revision No. 4

Section 4.0 has been revised.

5. Revision No. 5

Section 7.0 has been revised.

6. Revision No. 6

Section 10.0 has been revised.

END OF ADDENDUM NO. 1

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM NO. 1

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

JAMIE L. RHEE CHIEF PROCUREMENT OFFICER

Specification: 174195, Bicycle Maintenance and Repair Services – Addendum No. 1



Department of Procurement Services Jamie L. Rhee, Chief Procurement Officer

121 North LaSalle Street, Room 103 Chicago, Illinois 60602-1284

DETAILED SPECIFICATIONS BICYCLE MAINTENANCE AND REPAIR SERVICES SPECIFICATION NUMBER: 174195

1.0 BACKGROUND

The City of Chicago's Department of Finance (DOF) is required to enforce various laws in accordance with the Municipal Code of Chicago (MCC), such as, but not limited to, the issuance of parking tickets to vehicle owners whose vehicle is determined to be in violation of an MCC.

DOF Parking Enforcement Officers (PEOs) and Parking Enforcement Aides (PEAs) are deployed throughout Chicago in order to conduct enforcement patrols during the day and night. One of the tools DOF uses to conduct enforcement patrols is the use of Trek Bicycle Corporation's (Trek) bicycles. Certain PEOs and PEAs are assigned the use of a Trek bicycle to conduct patrols throughout Chicagoland.

Currently, DOF, operating out of its Street Operations headquarters, manages a fleet of 23 Trek Police bicycles. These bicycles require periodic maintenance (e.g. brake cable adjustments, spring tune-ups, etc.) and whenever needed, shop repair services including Trek-authorized replacement parts and skilled Trek-certified labor (e.g., flat tire repair, chain replacement, brake pad replacement).

2.0 SCOPE

The Contractor must be willing and able to perform Trek Police bicycle repair services as requested by the City of Chicago in accordance with the terms and conditions of this Specification.

Notwithstanding all other requirements set forth in this Specification, the Scope for this Specification is a "parts and labor" type of Bid. The maintenance and repair services required shall be bid at labor rates and if replacement parts should be required, then parts are charged separately.

The City of Chicago, DOF requires the Contractor to provide "Basic Bicycle Maintenance and Repair Jobs" as described herein, at fixed prices per "job" type, i.e., "Basic" types of jobs (e.g., basic tune-ups; tire and inner tube replacement; replacement and installation of new chains; replacement and installation of new brake pads; etc.). However, in the event any service provided requires replacement parts (e.g., tires, inner tubes, brake pads, etc.) such parts shall be charged separately (based on the Trek price list/catalog of parts per Bid Line item #8, and the Bidder's percentage markup or discount, as bid).



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Also, in the event maintenance or repair work is not covered under a fixed itemized job price as described, then the Contractor shall also provide maintenance and repair work at the hourly rate as bid, per Bid Line #7; plus for any parts if needed, based on Bid Line item #8 for parts.

All services must be performed at the Contractor's repair shop by the Contractor's workers.

Additionally, DOF staff shall provide the transportation required to pick-up and deliver their bicycles to and from the Contractor's repair shop, as needed.

The Scope for this Specification does not include the purchase of any new bicycles or accessories. (Currently, the City has separate contracts awarded specifically for the purchase of new bicycles and bicycle accessories.)

3.0 DETAILED SPECIFICATIONS

Contractor's Repair Shop

- The Contractor must operate the Trek-certified bicycle repair shop (and be open to inspection by City representatives) where the work contemplated herein shall be performed.
- The Contractor must employ certified Trek bicycle repair technicians, to perform the work on site, and whom are authorized to perform the required maintenance and repair services to Trek Police bicycles in accordance with this Specification.
- Evidence of Trek certification and authorizations must be provided upon request by the City.
- The location of the Contractor's repair shop involved in this Specification must be provided as part of the Bid submittal. If more than one repair shop is available for use under this Specification, then all such applicable locations shall also be provided with the Bid submittal.
- The Contractor's repair shop must be equipped with the necessary tools and equipment as well as have in its inventory common consumable Trek bicycle replacement parts.
- The Contractor's repair shop must be of sufficient size and be able to safely accommodate DOF's fleet at any one time, as may be required.

Service Job Requests

 DOF Trek Police bicycles in need of maintenance or repair service shall be delivered by DOF personnel to the Contractor's repair shop. DOF shall deliver the bicycles requiring service to the Contractor's repair shop no less than two hours before the Contractor's repair shop is due to close for the day.



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- Upon arrival of DOF bicycles at the Contractor's repair shop, the authorized representative of DOF bringing in the bicycle(s) shall provide a description of the type of service requested for each bicycle.
- The Contractor must check in each and every bicycle within one hour from time of arrival of the authorized representative of DOF.
- The Contractor must write-up a work order intake as part of its check-in process, describing the type of service requested for each bicycle.
- The intake work order information shall indicate the following:
 - 1) Date of intake
 - 2) Name of the Contractor's employee writing-up the intake work-order
 - 3) Name of the authorized representative of DOF bringing in the bicycle (and validate their identity by requesting proof of identification as issued by DOF, and proof of a valid State of Illinois driver's license)
 - 4) Record each bicycle's serial number
 - 5) Indicate the service type requested for each bicycle
 - 6) Indicate the completion date of the services and when the bicycle can be picked-up, as applicable. (See "Turn-Around Time".)
 - 7) Provide a copy of the intake work order write-up (as an order confirmation receipt) to the authorized representative of DOF

Periodic Seasonal Requirements

- During the beginning or end of bicycle riding season, DOF shall call the Contractor in order to schedule the date and time for the Contractor to accept DOF's bicycle fleet for general tune-up maintenance, and repair work as may be necessary. (See "Turn-Around-Time" below.)
- Generally, in the event DOF elects to wind-down its bicycle operations or plans
 to store its fleet of bicycles for the winter (to be stored at its Street Operations
 headquarters), the Street Operations division shall contact the Contractor and
 schedule a date and time when DOF personnel will deliver its fleet of bicycles
 to the Contractor's repair shop for winterizing service of the bicycles in
 preparation for storage.
- Similarly, in the event DOF elects to mobilize its bicycle fleet for spring start-up
 operations, the Street Operations division shall contact the Contractor to
 schedule the date and time when DOF personnel will deliver its fleet of bicycles
 to the Contractor's repair shop for spring tune-up maintenance, or repair work
 as may be necessary.



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4.0 DETAILED LINE ITEMS

Basic Bicycle Maintenance and Repair Job Types at Fixed Labor Rates For Line Items 1 through 6

- All "Basic Bicycle Maintenance Repair Job Types at Fixed Labor Rates" requirements as listed below as Line Item numbers 1 through 6, correlate to the Bid Line items on the Proposal Pages of this Specification.
- All work performed on DOF bicycles must be performed in a professional workmanship like manner and be executed in accordance with OEM maintenance manuals and training specifications as applicable.
- The Contractor shall perform the following basic types of routine services at the rates as bid on the Proposal Pages and in accordance with this Specification.

Basic Bicycle Tune-Up Job Per Bike: Line Item #1

The unit price for a basic bicycle tune-up is to cover the labor costs only, and shall consist of the following services as required:

- Adjustment and alignment of brakes, chains, cranks, derailleurs, headsets, and hubs
- Cleaning and lubrication of derailleurs, chains, cables, and fixtures
- Minor tuning of wheels on bikes (e.g., spoke tightening)
- Tightening of nuts and bolts to torque specifications
- Tire pressures checked and set to required pressures
- General overall inspection and recommendations (See Line Item #7)
- All required replacement parts shall be ordered and charged separately, in accordance with the "Replacement Parts" clause

Install Front Tire or Tube or Both: Line Item #2

The unit price for a Front Tire or Front Tire Tube or both replacement job shall be for the labor to remove the old tire and/or tube, and the labor to replace and install a new tire and/or tube and valve assembly if required, and the filling of the tire tube with air to the specified pressure per square inch (PSI). (Any replacement parts shall be charged separately, per Line Item #8.)

Install Rear Tire or Tube or Both: Line Item #3

The unit price for a Rear Tire or Rear Tire Tube or both replacement job shall be for the labor to remove the old tire and/or tube, replacement and installation of a new



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tire and/or tube and valve assembly if required, and the filling of the tire tube with air to the specified pressure per square inch (PSI). (Any replacement parts shall be charged separately, per Line Item #8.)

Install Brake Pads: Line Item #4

The unit price for a front or rear brake pad replacement job shall be for the labor to remove the old brake pads, clean the brake calipers, install a new brake pad set, lubricate and adjust the handbrake lever cable and travel in accordance with OEM specifications. (Any replacement parts shall be charged separately, per Line Item #8.)

Install or Repair Chain: Line Item #5

The unit price shall include either: (i) the removal, cleaning, and repair of the old chain, (if the old chain is within tolerance, or may only require a new universal link); or (ii) the removal and installation of a new chain; and (iii) chain-slack adjustment and chain lubrication after installation of either a new or old chain. (Any replacement parts shall be charged separately, per Line Item #8.)

Adjust Front or Rear Brake Assembly: Line Item #6

The unit price for a front or rear brake assembly adjustment job shall include the adjustment of the brake system components to operate in accordance with OEM specifications.

Per Man-Hour Labor Rate for All Other Maintenance or Repair Services for Trek Bicycles: Line Item #7

DOF may request additional maintenance or repair work other than or in addition to the "Basic Bicycle Maintenance and Repair Job Types at Fixed Labor Rates" as described in Line Items 1 through 6 above.

Upon examination of the condition of bicycles requiring "Other Maintenance or Repair Services," the Contractor shall:

- Determine the actual cause of the problem;
- Provide a cost-benefit opinion and recommendation to the authorized representative of DOF, in terms of whether the bicycle is deemed to be damaged beyond repair or is considered worth repairing;
- Provide a not-to-exceed estimate for the job (including estimated parts cost)
- Provide an estimated time of completion of such work (see <u>Section 7.0</u> TURN-AROUND TIME)
- Perform the service at the per man-hour hourly rate, plus parts, if the estimate has been approved by the authorized representative of DOF.



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(DOF shall indicate its approval or rejection to proceed with the services no later than one business day following receipt of the estimated cost; or, if DOF elects to not proceed with the work based on the original estimate, DOF shall either request the Contractor to modify the estimate or shall arrange to pick up the bicycle at its earliest convenience.)

No additional charges shall be assessed to DOF for work done on weekends or after normal business hours, or as a rush, etc.

No additional charges shall apply in the event any special tools, skills, or equipment are required to execute a certain repair task.

Replacement Parts: Line Item #8

All replacement parts that may be required when providing "Basic Bicycle Maintenance Repair Job Types at Fixed Labor Rates," or "Other Maintenance or Repair Services," must be original equipment manufacturer (OEM) parts that Trek deems acceptable as a replacement part for its Trek Police bicycles.

Contractor must provide an itemized list of all replacement parts provided for each bicycle that has been serviced, when invoicing DOF. (See <u>Section 5.0 SALVAGING OF OLD/USED PARTS</u>," below.)

All replacement parts must be factory-new and not refurbished.

Replacement Part prices charged to DOF shall be calculated by multiplying the percentage mark-up or discount (as bid on Bid Line #8) against the list prices that are current, at the time the parts were ordered, for the replacement parts listed online at: http://trekbicyclestorcs.com/.

No minimum order quantities for parts shall apply to the City.

Unit prices for replacement parts shall include any and all peripheral costs that may apply (e.g., importation costs, shipping, handling, taxes, guarantees, warranties, storage, insurance, etc.).

5.0 SALVAGING OF OLD/USED PARTS

All DOF bicycle parts that have been removed by the Contractor and replaced with a new replacement part during the maintenance or repair work, must be salvaged and returned to DOF upon completion of each job request.



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6.0 WARRANTIES

Contractor shall provide its standard warranty that would normally apply to the Contractor's regular customers for parts and labor. (The Bidder shall provide a copy of its standard warranty, upon request by the City.)

As may regard the Contractor's standard warranty, to the extent applicable, any reference to the "original owner" of the item in question shall be considered, herein, to be the City of Chicago DOF as "original owner".

7.0 TURN-AROUND-TIME

Unless as may otherwise be agreed to by the authorized representative of DOF and Contractor, the Contractor must complete the required services as required by DOF no later than 10 calendar days after the day the work-order intake information has been recorded; or no later than 10 calendar days after the approval to proceed has been given by the authorized representative of DOF following the receipt of an assessment and estimate of Other Maintenance Or Repair Services — whichever is the later. (See Section 3.0 Service Job Requests.)

DOF personnel shall pick-up the bicycles from the Contractor's repair shop by the 10th calendar day, unless as may otherwise be agreed to by the authorized representative of DOF and Contractor.

8.0 CONTRACT INSURANCE REQUIREMENTS

Trek Bicycles Parts and Repair Services

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000.00 each accident, illness or disease.

- 1) <u>Commercial General Liability</u> (Primary and Umbrella)
 - a. Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises



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and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

- b. The City of Chicago is to be named as an additional insured under the Contractor's and any subcontractors policies. Such additional insured coverage shall be provided on Endorsement CG 20 10 or a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to Contractors or subcontractors sole negligence or the Additional Insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure the City is an additional insured on insurance required from subcontractors.
- c. Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000.00 with the same terms herein.

2) Automobile Liability (Primary and Umbrella)

- a. 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 \$2,000,000.00 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.
- b. Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000.00 with the same terms herein.

3) Property

- a. The Contractor is responsible for all loss or damage to City property at full replacement cost that results from this Contract while in the Contractor's care, custody and control.
- b. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of



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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 – see page following Article 6 of the "Small Orders Terms and Conditions for Blanket Purchases/Term Contracts") or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

- All Insurance Certificates of Coverage must be signed, dated and reference the City Contract Number
- The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or nonrenewed.
- Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.
- The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.
- The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.
- Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.
- The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.
- If the Contractor maintains higher limits than the minimums shown, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.



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- If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.
- The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.
- If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.
- Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

9.0 CONTRACT PERIOD

Contract Period: Five (5) years

Start: End:

10.0 INVOICES

Unless as may otherwise be required, send invoices to the following:

Department of Finance Attn: Street Operations 940 W. Exchange Ave. Chicago, IL 60609-2508

All invoices must 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, Bid Line item number and/or commodity codes, description of deliverable(s)
- Amount due



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Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the Bid Line items on the Proposal Pages.

If invoicing Replacement Parts from Bid Line Item #8 (Price List/Catalog items), indicate the Price List/Catalog number, Price List/Catalog date, and Price List/Catalog page number, part number, quantity required for the repair, list price and net price as applicable, on the invoice.

Invoices indicating prices that are not per the Contract will be rejected unless the Contract has been modified in accordance with <u>Article 1.1.4.9 Amendments</u>.

Freight, handling, and shipping costs are not to be invoiced.

The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

OR by US Postal Service mail to the following Address:

Department of Finance Attn: Street Operations 940 W. Exchange Ave. Chicago, IL 60609-2508

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

11.0. PRICE CALCULATIONS

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error.

The Bidder must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows otherwise. In the event that a comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.



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12.0 EXCEPTIONS

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

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

Material exceptions may be cause for a Bid to be rejected as non-responsive.

The City reserves the right to increase the maximum compensation under this resulting P.O. to \$100,000.