Request for Proposal Solicitation #67233,1 (RFP)

PARKING ENFORCEMENT SERVICES

Specification Number:1229714

Required for use by: DEPARTMENT OF FINANCE

Bid/Proposal Submittal Date and Time: 03:00 PM Central Time, 31-JUL-2026

Deadline for Questions: 04:00 PM Central Time, 18-MAY-2026
Buyer: CALDERA, LISBET
Email Address: Lisbet.Caldera@cityofchicago.org
Phone Number: 3127441238
Pre-Solicitation Conference Date and Time: 11:00 AM Central Time, 14-MAY-2026
Pre-Solicitation Conference Location: PRE-PROPOSAL CONFERENCE WILL BE CONDUCTED IN PERSON AT 121 N. LASALLE, CITY HALL CONFERENCE ROOM 1103 AND MICROSOFT TEAMS CONFERENCE CALL ON MAY 14, 2026 AT 11:00AM CENTRAL STANDARD TIME SEE SECTION IV A 2 FOR DETAILS
Site Visit Date & Time: N/A
Site Visit Location: N/A

Please submit your response to:

http://www.cityofchicago.org/eProcurement
iSupplier vendor portal registration is required.
Allow 3 business days to complete registration.

BRANDON JOHNSON **MAYOR**	**SHARLA ROBERTS** **CHIEF PROCUREMENT OFFICER**

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1 Header Information

1.1 General Information

Title	**1229714: PARKING ENFORCEMENT SERVICES**
Description	**PARKING ENFORCEMENT SERVICES**
Amendment Date	**16-JUN-2026 08:33:08**
Amendment Description	**Addendum 1**

Preview Date	**24-APR-2026 13:00:27**	Open Date	**24-APR-2026 13:00:27**
Close Date	**03:00 PM Central Time, 31-JUL-2026**	Award Date	**Not Specified**
Time Zone	**Central Time**	Buyer	**CALDERA, LISBET**
Quote Style	**Sealed**	Email	**Lisbet.Caldera@cityofchicago.org**
Event	**Request for Proposal**	Outcome	**Blanket Purchase Agreement**

1.2 Terms

Effective Start Date	**Not Specified**	Effective End Date	**Not Specified**
Ship-To Address	**027- FIN DEPT 121 N. LA SALLE ST. ROOM 700 Chicago, IL 60602 United States**	Bill-To Address	**027- FIN DEPT 121 N. LA SALLE ST. ROOM 700 Chicago, IL 60602 United States**
Payment Terms	**IMMEDIATE**	Carrier	
FOB		Freight Terms	**Paid**
Total Agreement Amount (USD)	**Not Specified**	Minimum Release Amount (USD)	**Not Specified**

1.3 Requirements

<B>KEY RFP/RFQ PARAMETERS</B>
CONTRACT SPECIFIC GOALS: MBE: 20% WBE: 10% VBE: 1% ..... Type **No Response Required**
FUNDING SOURCE: CITY FUNDED ..... Type **No Response Required**
DPS UNIT: PROFESSIONAL SERVICES ..... Type **No Response Required**
CONTRACT TERM: 60 MONTHS ..... Type **No Response Required**
PRE-SUBMITTAL CONFERENCE: PRE-PROPOSAL CONFERENCE WILL BE CONDUCTED IN PERSON AT 121 N. LASALLE, CITY HALL CONFERENCE ROOM 1103 AND MICROSOFT TEAMS CONFERENCE CALL ON MAY 14, 2026 AT 11:00AM CENTRAL STANDARD TIME SEE SECTION IV A 2 FOR DETAILS ..... Type **No Response Required**
Enter the EDS number from your EDS Certificate and attach the certificate. (Go to online EDS website: https://webapps.cityofchicago.org/EDSWeb) ..... Circle one from the response values below: YES

<B>KEY RFP/RFQ PARAMETERS</B>
NO
<B>PRICE SCHEDULE (RFP/RFQ)</B>
"Price Schedule" has been revised. This is a "System Required Line". In order to be able to submit your qualifications in the e-procurement system, you must enter .01 in the "Quote Price/ Unit Price" field. This is an e- procurement system requirement. Do not enter your proposed pricing. Price will not be considered for evaluation purposes. ..... Circle one from the response values below: YES NO
<B>REQUIRED CONTENT OF SUBMITTAL /PROPOSAL (Please attach documents)</B>
COVER LETTER INFORMATION ..... Circle one from the response values below: YES NO
EXECUTIVE SUMMARY ..... Circle one from the response values below: YES NO
COMPANY PROFILE INFORMATION ..... Circle one from the response values below: YES NO
COMPANY REFERENCES INFORMATION ..... Circle one from the response values below: YES NO
PROFESSIONAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE OF RESPONDENT AND TEAM MEMBERS ..... Circle one from the response values below: YES NO
PROFESSIONAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE AND LOCAL AVAILABILITY - KEY PERSONNEL/RESUMES ..... Circle one from the response values below: YES NO
IMPLEMENTATION MANAGEMENT PLAN (Service Delivery, Organization Chart Resources, Approach) ..... Circle one from the response values below: YES NO
COST PROPOSAL/COMPENSATION SCHEDULE (Use cost proposal template provided)(EXHIBIT 2) ..... Circle one from the response values below: YES

<B>REQUIRED CONTENT OF SUBMITTAL /PROPOSAL (Please attach documents)</B>
NO
MBE/WBE COMPLIANCE PLAN (SCHEDULE D, SCHEDULE C & CERTIFICATION LETTERS) ..... Circle one from the response values below: YES NO
FINANCIAL STATEMENTS (3 Years) ..... Circle one from the response values below: YES NO
LEGAL ACTIONS (Material legal actions, if any, for the past 5 years) ..... Circle one from the response values below: YES NO
CERTIFICATE OF INSURANCE ..... Circle one from the response values below: YES NO
CONFLICT OF INTEREST ..... Circle one from the response values below: YES NO
REDACTED COPY OF PROPOSAL ..... Circle one from the response values below: YES NO

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: RFP	File	RFP
ATTACHMENT 02: SAMPLE PSA	File	SAMPLE PSA
ATTACHMENT 03: SAMPLE ENFORCEMENT ZONES	File	SAMPLE ENFORCEMENT ZONE MAP

1.5 Response Rules

- ☐ Solicitation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☐ Suppliers are allowed to respond to selected lines
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Buyer may close the solicitation before the Close Date
- ☐ Buyer may manually extend the solicitation while it is open

2 Price Schedule

2.1 Line Information

Display Rank As **No indicator displayed**
Ranking **Price Only**
Cost Factors **None**

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
1 Parking Enforcement Services RFP		1	USD		

2.2 Line Details

2.2.1 Line 1 Parking Enforcement Services RFP

Category **96162.11**
Shopping Category **Not Specified**
Minimum Release Amount (USD) **Not Specified**
Estimated Total Amount (USD) **Not Specified**
Start Price (USD) **Not Specified**
Target Price (USD) **Not Specified**

REQUEST FOR PROPOSAL ("RFP") FOR

PARKING ENFORCEMENT SERVICES
Specification No. 1229714
67233

Required for use by:
CITY OF CHICAGO
DEPARTMENT OF FINANCE

This RFP distributed by:
CITY OF CHICAGO
Department of Procurement Services

Please submit your Proposals to:
http://www.cityofchicago.org/eProcurement

iSupplier vendor portal registration is required.
Allow three (3) business days to complete registration.

All other communications must be addressed and returned to:
Sharla Roberts, Chief Procurement Officer
Attention: Lisbet Caldera Senior Procurement Specialist
Department of Procurement Services
121 North LaSalle Street, Suite 806
Chicago, Illinois 60602
Lisbet.Caldera@cityofchicago.org

Pre-Proposal Conference Call and Meeting will be held on May 14, 2026, at 11:00am Central Time.
Pre-Registration must be arranged in advance of the scheduled Pre-Proposal Conference Meeting.
Attendance is not mandatory but strongly encouraged.

PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M., CENTRAL TIME, ON JUNE 16, 2026

BRANDON JOHNSON	**SHARLA ROBERTS**
MAYOR	**CHIEF PROCUREMENT OFFICER**

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Appendix 1 eProcurement

LIST OF EXHIBITS:

Exhibit 1 Scope of Services
Exhibit 2 Schedule of Compensation
Exhibit 3 Economic Disclosure Statement Affidavit and Attachment A
Exhibit 4 Special Conditions Regarding Minority, Women, and Veteran-Owned Business Enterprises
Exhibit 5 Insurance Requirements
Exhibit 6 Sexual Harassment Policy Affidavit (Section 2-92-612)
Exhibit 7 Sample Professional Services Agreement ("PSA")
Exhibit 8 Sample Contractor Operational Schedule Excel Sheet

Attachment A, Sample Contractor Operational Schedule
Attachment B, Sample Enforcement Zones

REQUEST FOR PROPOSAL ("RFP")

for

PARKING ENFORCEMENT SERVICES

Specification No. 1229714

I. GENERAL INVITATION

A. Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Department of Finance, seeks the submission of proposals from firms with expertise and experience in providing parking enforcement services. The City's goal is to establish a long term, cost effective agreement for such services that will support and augment the Department's existing parking enforcement operations.

If selected, Contractor's personnel must be able to perform parking, standing, and compliance enforcement related work ("Services") which will be conducted outdoors, year-round, involving social interaction with diverse individuals, and requiring deployment during various hours in differing neighborhoods across the City.

The Respondent must be able to demonstrate from past experience its ability to successfully screen for, motivate, and retain employees who are willing and able to perform the type of work similar to that involving parking enforcement in the City of Chicago. The Respondent must use and describe best practices that will insure minimal rates of Parking Enforcement Officers ("PEO") and PEO Supervisor turnover.

The work contemplated is professional in nature. It is understood that the Contractor acting as a individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and the City of Chicago for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP may be available to any individual or organization, under the Freedom of Information Act ("FOIA"). The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-contractors of any tier shall be competent to perform the services required under this RFP document.

Refer to Exhibit 1, Scope of Services for a detailed description of the work to be provided.

B. Background

The City of Chicago Department of Finance ("DOF") Street Operations Division carries out parking enforcement operations pursuant to and in accordance with the Municipal Code of Chicago ("MCC"). This includes issuing parking, standing, and compliance violations, which promote safety and the efficient flow of traffic. These responsibilities are managed through the deployment of parking enforcement aids throughout 194 enforcement zones in the City.

The Contractor must provide parking enforcement services in accordance with the MCC. In addition, the Contractor must adhere to parking enforcement protocols as provided in the terms of this Contract and standard operating procedures as set forth in DOF's Parking Enforcement Training Manual.

C. *Internet Access to this RFP*

All materials related to the RFP may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL: http://www.cityofchicago.org/eProcurement.

Click on "Current Bids." In order to receive notice of clarifications and addenda, Respondents must log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer.

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

All Respondents are responsible for obtaining all RFP materials. The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

Respondent must read Appendix I eProcurement for more details regarding electronic access to RFP abstract and documents to be submitted electronically and uploaded as attachments to your Proposal Submittal Documents.

II. DEFINITIONS

The following defined terms have the meanings specified below.

NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.

"Addendum" means any revision(s) to the RFP documents issued by the Chief Procurement Officer prior to the due date for submitting Proposals.

"Agreement" means the City of Chicago's Professional Services Agreement ("PSA"), as attached in this RFP in Exhibit 7 Sample Professional Services Agreement ("PSA") including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms that shall constitute the contract upon execution by the required authorized parties.

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on her behalf.

"Clarification" means the City's response to questions submitted by Respondents which do not revise the requirements of the RFP.

"Comptroller" means the Chief Executive Officer City of the Department of Finance, and any representative authorized in writing to act on the City Comptroller's behalf.

"Contractor" means the Selected Respondent awarded a contract pursuant to this RFP process.

"Department" or "DOF" means the City of Chicago Department of Finance.

"EC" means the Evaluation Committee appointed to review and assess all Proposals and make its recommendations to the Commissioner concerning its evaluations.

"Effective Date" has the meaning as set out in Exhibit 7 Sample Professional Services Agreement ("PSA").

"iSupplier" refers to the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts.

"Proposal" is the written content and documents submitted by a Respondent in response to this RFP.

"Respondent" means the primary entity which submits a Proposal in response to this RFP and may include subcontractors and other affiliates.

"Selected Respondent" means the awardee of the contract pursuant to this RFP.

"Services" means performance of all tasks, activities and deliverables as described in detail in Exhibit 1 Scope of Services and performed by qualified and licensed personnel of the Selected Respondent pursuant to this RFP.

"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 materialmen, whether or not in privity with the Contractor.

III. SCOPE OF SERVICES

A. *Description of Services*

The Respondent will provide the City with Parking Enforcement Services.

The Services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 1.

B. *Contract Term*

Any contract awarded pursuant to this RFP shall be for a base contract period of five (5) years beginning on the Effective Date set out in the fully executed Agreement (as contract). The City may, in its sole discretion, elect to extend the Agreement for up to three (3) additional periods of 12 months.

IV. GENERAL INFORMATION AND GUIDELINES

A. *Communications Between the City of Chicago and Respondents*

1. Submission of Questions or Requests for Clarifications

Respondent must communicate only with DPS. All questions or requests for clarification must be in writing, submitted via online discussion in iSupplier and directed to the attention of Lisbet Caldera, Lisbet.Caldera@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, May 18, 2026, Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via online discussion in iSupplier. The subject line of the iSupplier online discussion must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Parking Enforcement Services, Specification No. 1229714." No telephone calls will be accepted unless the questions are general in nature.

2. Pre-Proposal Conference

The Pre-Proposal Conference will be conducted in person at 121 N. LaSalle, City Hall Conference Room 1103. Microsoft Teams will be available upon request Attendance at the Pre-Proposal

Conference is not mandatory but strongly encouraged. All interested Attendees must register in advance of the Pre-Proposal Conference Call. **Same day registration is not allowed. Pre-Registration must be arranged in advance of the scheduled May 14, 2026, Pre-Proposal Conference Call.**

Attendees must send an e-mail for pre-registration no later than May 13, 2026 to Lisbet Caldera at Lisbet.Caldera@cityofchicago.org. E-mail Subject line must read: RFP for Parking Enforcement Services of RFP Conference Call. Registered Attendees will receive e-mail confirmation with location and dial in number.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions sent via online discussion in iSupplier prior to the conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an Addendum issued by DPS.

B. *Deadline and Procedures for Submitting Proposals*

1. To be assured of consideration, the Respondent's Proposal must be submitted electronically to DPS no later than 3:00 P.M. Central Time on June 16, 2026. Respondent must submit all required information by uploading as attachments to the electronic RFP submission in iSupplier. ***iSupplier vendor portal registration is required.*** Allow three (3) business days to complete registration.

2. The City may, but is not required to, accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Chief Procurement Officer is empowered to determine whether to accept or return a late Proposal.

3. Submit your Proposal to: **http://www.cityofchicago.org/eProcurement**

   Only Proposals submitted electronically, as described in this section, will be accepted. Combining multiple PDF attachments is strongly encouraged in order to minimize the number of uploaded attachments. However: (i) Exhibit 2 Schedule of Compensation (proposed prices) shall be submitted as a live Excel file; (ii) any changes or exceptions taken by the Respondent to the language set out in Exhibit 5 Insurance Requirements must be submitted as a live redlined Word.docx; and (iii) any changes or exceptions taken by the Respondent to the language set out in Exhibit 7 Sample Professional Services Agreement ("PSA") must be submitted as a live redlined Word.docx. (Also see section V.A. Format of Proposal, below.)

C. *RFP Information Resources*

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City's website: www.cityofchicago.org/Procurement:

- Search MBE/WBE Directory Database
- Pre-Bid/Proposal Conference Attendees
- Addenda and Exhibits, if any.

D. *Procurement Timetable*

The timetable for the RFP solicitation is summarized below. Note that these are target dates and are subject to change by the City.

Key Activity	Target Date
City Issues RFP	**April 24, 2026**
Non-Mandatory Pre-Proposal Conference	**May 14, 2026**
RFP Questions Due	**May 18, 2026**
Proposals Due	**June 16, 2026**

E. ***Transparency Website: Trade Secrets***

Consistent with the City's practice of making available all information submitted in response to a public procurement, Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of the negotiation of a contract or other agreement may be made publicly available through the City's Internet website. However, Respondent may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
2. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."
3. Upload with your Proposal Submittal a *redacted copy of the entire Proposal* or submission if applicable, as one .pdf file. (See V.B.I.1.d., below**).**

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "Confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

V. PREPARING PROPOSAL: REQUIRED INFORMATION

The Proposal submittal must conform to the following requirements.

A. Format of Proposal

The Proposal shall be submitted via iSupplier as an electronic Proposal.

The electronic Proposal shall be one PDF file except for the following files:

i. Exhibit 2 Schedule of Compensation (proposed prices) shall be submitted by Respondent as a live Excel file;
ii. Exhibit 5 Insurance Requirements if any changes made or exceptions taken by Respondent must be submitted as a redlined Word.docx;

iii. Exhibit 7 Sample Professional Services Agreement ("PSA") if any changes made or exceptions taken by Respondent must be submitted as a redlined Word.docx.

B. Proposal Submittal Documents

The Respondent is advised to submit all RFP submittal documents as required, in order to be considered responsive. Failure to provide all items may be cause for the Proposal to be rejected for being deemed non-responsive or otherwise being non-compliant. The Proposal shall be submitted in accordance with the following:

i. Proposal content must be word-searchable where feasible.
ii. Respondent is strongly discouraged from including marketing or promotional materials that do not relate specifically to the focus of this RFP.
iii. Each Proposal submittal document as listed in this section shall also be evaluated by the Evaluation Committee as an "evaluation criterion", which shall follow the evaluation process described in Section VI. (See, "Evaluation Process".)
iv. The Proposal submittal documents are categorized into two general evaluation criteria sections, as follows:

(I) "General Information Submittal Documents" (items 1-through-6)
The information provided in response to this section shall be scored by the EC on a "Pass/Fail" basis.

(II) "Scope-Specific Submittal Documents" (items 7-through-10)
Notwithstanding the Pass/Fail results above, the information provided by the Respondent in response to this section shall be scored on a numeric basis by the EC to determine which Respondent(s) may be considered for award of contract.

General Information Submittal Documents (items 1 – 6)

1. Cover Letter/Page

The cover letter shall provide an introduction and overview of the Respondent's intent for submitting a Proposal.

The cover letter must also address the following technical matters:

a) Indicate the RFP title, Specification Number, and the RFQ # 67233.

NOTE: The RFQ number initially starts out as a 4-digit number with no suffix. The original 4-digit RFQ number will take on a suffix if DPS issues an Addendum and/or Clarification. An RFQ number will add a suffix, designated as a comma followed by a sequential number. For example, RFQ 1234 is the original RFP iteration. If an Addendum or Clarification change is made after the original version was issued, the RFQ 1234 prefix is changed to 1234,1. 1234,1 displaces 1234, and makes

1234 obsolete. In other words, RFQ 1234,1 becomes the second (new current) iteration; 1234,2 would become the third (new) iteration; etc.

b) Legal Name and Headquarters
The cover letter shall provide the Respondent's local corporate address (closest in proximity to the City of Chicago) of the division providing support at the time of contract award, if applicable.

c) RFP Addenda and Clarifications
The cover letter shall confirm receipt of all Addenda and/or Clarification that DPS issued for this RFP.

- Identify each such Addendum and/or Clarification by its Addendum number or Clarification number, as applicable.

d) Redacted Proposal
The cover letter shall indicate if a separate redacted version of a Proposal document is being submitted. Generally, describe the nature of the redacted content as being, for example: confidential, proprietary information, a trade secret, etc.

i. Include the word "REDACTED in the file name of the redacted file.
ii. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.
iii. Respondent is responsible for properly and adequately redacting any data which Respondent desires to remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted.
iv. All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "Confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information

NOTE: DPS posts awarded contracts on its public-facing website. The awarded contract includes the Respondent's Proposal Submittal Documents as an exhibit to the final contract, and, as such, the Respondent's Proposal Submittal Documents shall be posted on the City's public-facing website. In that regard, the redacted version of the Respondent's Proposal Submittal Documents shall be attached to the posted version of the awarded contract, whereas all other non-redacted versions shall be kept in accordance with the City's internal file management system. Failure to upload a redacted copy may result in the posting of an un-redacted copy.

e) Disclosure of Conflicts of Interest
The cover letter must indicate if any actual or potential conflicts of interest involving the Respondent are applicable including, but not limited to, any conflicts based on Respondent's participation in other City contracts.

The cover letter must acknowledge the following:

i. The Respondent, and to the best of its knowledge, its subcontractors if any, shall presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder.
ii. Without limiting the foregoing, Respondent shall have no direct or indirect interest in, or be under common control with respect to, any entity that is

an applicant with respect to any program for which Respondent is performing services for the City under the Agreement awarded under this RFP.

iii. In the performance of the contract, no person having any such interest will be employed, either by Respondent or any subcontractor, to perform any work or services under the contract or have access to confidential information.

iv. City expects that the Respondent will not have any conflicts of interests (including, but not limited to, any conflicts based on Respondent's participation in other City contracts).

The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

f) Exceptions to Insurance and/or PSA language

The cover letter must state if Respondent is taking any exceptions to or has made changes to any of the terms and conditions set out in Exhibit 5 Insurance Requirements or in Exhibit 7 Sample Professional Services Agreement ("PSA").

Instructions on how to address exceptions to insurance and/or PSA are discussed below in items 9 and 10, below.

g) Legal Actions

The cover letter must state if Respondent has been involved in any material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

i. A debtor in bankruptcy; or
ii. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
iii. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
iv. A defendant in any criminal action; or
v. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
vi. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation if a statute or related to service reliability; or
vii. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

If the above is applicable, address the legal actions in a separate statement as an exhibit to cover letter. The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member,

partner, etc., of Respondent if Respondent is a business entity other than a corporation.

2. **Table of Contents**
   After the cover letter, provide a table of contents such that Proposal documents correlate to the heading and sequencing set out in this section.

3. **Financials**
   The Respondent must describe its financial stability.

   As an exhibit to cover letter, Respondent must provide a copy of its audited financial statements in sufficient detail for the City to assess its financial condition as part of their proposal submission for the last three years.

   Provide one complete copy of the financial statement marked and separated by year for the requested period.

   The City will not accept a web link.

   Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

   If Respondent is unable to provide audited financial statements, state the reasons in your cover letter and as an exhibit to cover letter provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

   At a minimum, balance sheets and income statements (or equivalent) for the last three years must be provided.

   Respondent that is comprised of more than one entity (e.g., a joint venture firm) must include financial statements for each entity.

   The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

   Sufficient alternate documentation would be un-audited financial statements from a Respondent not required to have their financial statements audited.

   The EC will consider the Respondent's financial stability to ensure performance over the duration of the contract.

4. **W-9 form**
   As an exhibit to cover letter, Respondent must provide a copy of the Respondent's current W-9, or equivalent federal tax filing form indicating the Respondent's full legal name and "doing business as" name, and tax identification number.

5. **Economic Disclosure Statement and Affidavit ("EDS")**
   As an exhibit to cover letter, Respondent must submit a Certificate of Completion in accordance with the Exhibit 3 Economic Disclosure Statement and Affidavit, Attachment A: Online EDS Acknowledgement instructions set out therein.

   Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the EDS and PSA requirements.

6. **Sexual Harassment Policy Affidavit**
   As an exhibit to cover letter, Respondent shall, as prescribed by the Chief Procurement Officer, attest by executing Exhibit 6 Sexual Harassment Policy Affidavit (Section 2-92-612) that Respondent has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

II. Scope-Specific Submittal Documents

Respondent must respond to five evaluation criteria documents that, notwithstanding the **General Information RFP Submittals Documents** (items 1 through 6), shall determine whether a Respondent shall be considered for contract award or not. Each item indicates weighted value associated with each criterion (expressed as a percentage of 100%), and describes what the City's preferences are with respect to each criterion.

Generally, the 5 evaluation criteria seek to discover:

1) the extent to which the Respondent shall provide professional qualifications and level of expertise needed to fulfill all of the requirements set out in Exhibit 1 Scope of Service (weighted value 30%);
2) the extent to which the Respondent shall provide favorable pricing as set out in Exhibit 2 Schedule of Compensation (weighted value 50%);
3) the extent to which the Respondent demonstrates subcontractor compliance in accordance with Exhibit 4 Special Conditions Regarding Minority, Women, and Veteran- Owned Business Enterprises (weighted value 10%);
4) the extent to which the Respondent shall provide the fewest exceptions taken to the Exhibit 5 Insurance Requirements (weighted value 5%); and
5) the extent to which the Respondent shall provide the fewest exceptions to Exhibit 7 Sample Professional Services Agreement ("PSA") (weighted value 5%).

Each item (7 through 11, below) is an evaluation criterion that the EC shall score on a zero-to-five point numeric basis. In the opinion of the EC member, the degree to which a Respondent meets or exceeds the City's preference for each Scope-Specific Submittal Document item shall determine a total composite numeric score for each Respondent. Generally, the highest composite score value shall determine which Respondent is recommended for contract award.

7. **Parking Enforcement Scope Requirements (weighted value 30%)**
   The Respondent must describe its proposed solution for meeting the all of the City's service requirements as set out in Exhibit 1 Scope of Services, and in terms of addressing the following:

   i. Experience
   Respondent must describe its business experience in providing and performing professional parking enforcement.

   Indicate the years of service and scale of operation; specifically with respect to government agencies similar in geographical size to the City of Chicago and Chicago's diversity of neighborhoods, weather, and traffic conditions; and/or experience in providing parking enforcement services to large private organizations (greater than 500 employees) especially on a continuous day-to-day basis over an extend period of time (months/years).

The City prefers Respondents having the most parking enforcement experience with governmental agencies most similar to the City of Chicago, and will score accordingly.

ii. Experienced Parking Enforcement Staff Resources

Respondent shall indicate/describe the number of experienced parking enforcement staff currently providing parking enforcement services on a regular basis and during 2023 through 2025.

Respondent shall indicate/describe the number of trained and experienced parking enforcement staff who may be available on an "on-call basis," if applicable. "On-call" shall be understood to mean being ready and available to perform parking enforcement services within 24-hours from the time of notice.

The City prefers Respondents having the most number of trained and experienced parking enforcement staff employed and available on a regular basis; especially Respondents having the most number of parking enforcement staff working on a continuous and/or on a regular schedule and available to perform under contract pursuant to this RFP process.

iii. Parking Staff - Hiring, Training, Retention, and Turnover Rate

Respondent must describe its staffing plan while the contract is in effect, in terms of, for example: recruiting, interviewing, hiring, training, outfitting (uniforms, equipment, etc.), back-up plan (in the event of "no shows" e.g., if a PEO or PEO Supervisor calls in sick or unexpectedly does not report for work).

Respondent shall describe its average turnover rate specifically during the period from 2023 through 2025; particularly with respect to parking enforcement staff who had been trained and who had been working on a regular basis.

Respondent shall describe its training methods, especially with respect to the training of PEO and PEO Supervisors concerning the types of parking violations set out in Exhibit 1, Table 1 - Types of Violations.

The City prefers Respondents describing the most successful hiring strategies; the most effective training methodologies; and the lowest staff turnover rate of its parking enforcement staff of trained parking enforcement staff after 2022 (post-COVID pandemic years), and will score accordingly.

Back-up Reserve Staffing Plan

Respondent must describe its preparedness plan for retaining staff in queue or on standby to replace an unexpected no-show or absentee at the scheduled time; for reporting and immediacy in terms of notifying the City in the event of a no-show; and plan to provide coverage with a staff substitution.

If applicable, Respondent should describe its experience addressing staffing challenges that may be similar to the requirements described in this RFP – especially in terms of how such challenges were effectively met for its customer.

The City prefers Respondent demonstrating the best effective plan for sustaining a group of trained staff in reserve to provide coverage if and when required.

Travel Time Scheduling
Respondent must describe how it intends to deploy its staff to the various assigned work sites. In other words, describe how staff shall be dispatched and travel means from their homes to the assigned work sites.

The City prefers Respondent to demonstrate the most efficient and effective plan for deploying its staff to meet the requirements as needed.

iv. Designated Manager for City of Chicago
Respondent shall indicate the proposed manager(s) dedicated and assigned to be the City's primary person(s) ("Key Personnel") under contract throughout the term of the awarded contract period – starting on the Effective Date of the Agreement.

Respondent shall provide the proposed manager's resume and, separately, describe that individual's parking enforcement management experience, dedication in terms of meeting all reporting requirements, and demonstrated proficiency in terms of the management of enforcement zones.

The City prefers Respondents committing the most experienced manager(s) demonstrating an exemplary work history, staff scheduling effectiveness, and demonstrating commitment to meet all reporting requirements, including the disclosure of employee records when applicable; if assigned to be the City's dedicated Key Personnel as set out in the Agreement.

v. Implementation Plan for New Contract
Respondent shall describe its approach and estimated timeline to achieve the various milestones it considers to be necessary in order to begin work as Contractor on the Effective Date of the contract.

Generally, the implementation plan timeline should consider the period from the time of notification as being the Selected Respondent to the time the Effective Date of the Agreement is set, and on through the assignment of parking enforcement staff.

The Respondent must describe its proposed timeline for when it expects to be fully staffed. "Fully staffed" shall be understood to mean having trained PEO and PEO Supervisor staff ready and able to perform the requirements set out in Exhibit 1 Scope of Services and with the adequate number of PEO or PEO Supervisor staff in accordance with Attachment A - Sample Contractor Operational Schedule.

The City prefers the most aggressive or shortest timeline for being fully staffed and that reasonably demonstrates the approach to providing a sufficient pool of trained staff able to meet the staffing schedule set out in Attachment A - Sample Contractor Operational Schedule.

Recruiting Staff for the New Contract
The City prefers the best recruiting plan that describes a realistic approach towards having at the ready, for the start of the new contract, enough PEO and PEO Supervisor resources who are fully trained and at the required quantities to meet the staffing schedule set out in Attachment A - Sample Contractor Operational Schedule; an administrative support and experienced training staff – especially with respect to parking enforcement; training material; training tools and methodology; uniform types for PEOs PEO Supervisors for various weather conditions and related uniform accessories as applicable.

Vehicles, Equipment, and Materials to be Provided by Contractor
Describe the equipment to be supplied by Respondent as required under. Exhibit 1 Scope of Services in terms of available quantity, make, model, age, how it is/was purchased/leased (e.g., from a dealership; wholesale; retail; commercial; private), etc.

The City prefers Respondent to have the minimum quantity of three motorized patrol vehicles that are like new and in good operating condition, comply with all applicable City and State requirements, and which are regularly serviced.

The City prefers Respondent to have commercial-grade bicycles (such as a *Trek* or *Volcanic* brand Police-bicycle) that are like new and in good operating condition and which are regularly serviced, stored, and readily available for its staff to be utilized during each shift as required.

Assumptions
Respondent may indicate its assumptions concerning the implementation plan, if any, and describe any foreseeable challenges as the various implementation stages unfold.

Technological Support
Respondent should describe its use of any artificial intelligence tools ("AI") or other tools used to manage operations, perform data analytics, and manage SLRs, as required in accordance with Exhibit 1 Scope of Services.

The City prefers Respondents proposing an implementation plan considered by the EC to be reasonable, effective, and practical.

vi. Reference Checks and Letters of Recommendation
Respondent shall provide a list of contact information (from at least but not limited to three of its clients) as "references".

The EC may also solicit from current and/or previous clients, including the City of Chicago, other government agencies, or other available sources, relevant information concerning the Respondent's record of performance.

The EC may contact the Respondent's references to assess and determine the Respondent's past performance – specifically with respect to the proposed manager's(s') performance (as an individual) as well as the Respondent's performance (corporately), from current and/or prior Respondent clients.

In lieu of or in addition to a list of a list of references, the Respondent may provide "recommendation letters" from at least but not limited to three of its current or past clients.

The City prefers Respondents proposing a manager(s) demonstrating the most management experience (in terms of years of experience, especially years of experience in parking enforcement); and the Respondent's "local experience," (in terms of parking enforcement work performed *in* the City of Chicago geographically).

8. Exhibit 2 Schedule of Compensation (weighted value 50%)
Exhibit 2 – Schedule of Compensation shall be submitted as a live Excel file.

In order for the City to equitably compare prices, Respondent must submit pricing in accordance with the format set out in Exhibit 2 Schedule of Compensation. Respondent must not make any change to the live Excel file format other than inputting its pricing.

Respondent may propose an alternate pricing model, however such alternate must be submitted separately from the live Exhibit 2 Schedule of Compensation file. Further, the City is under no obligation to accept or reject the proposed pricing alternate.

The City prefers the reasonableness and competitiveness of Respondent's cost proposal.

9. MBE/WBE/VBE Compliance Plan (weighted value 10%)

Respondent shall describe the scope of work each MBE/WBE/VBE firm shall provide throughout the term of the contract in accordance with the requirements set out in Exhibit 4 Special Conditions Regarding Minority, Women, and Veteran- Owned Business Enterprises.

Indicate the percentages of participation commitment (i.e., the percentage of the total dollar amount the City pays the Contractor that shall be committed towards paying each of its named MBE, WBE, and/or VBE subcontractor).

Indicate if the Schedule C-1 has been signed by the named MBE, WBE, and/or VBE subcontractor and is submitted with the Proposal.

Indicate if the subcontractor's Certification Letter as an MBE, WBE, and/or VBE firm reflects the nature of work they shall provide to Contractor.

Indicate if the Schedule D-1 has been completed and is submitted with the Proposal.

The City prefers an MBE/WBE/VBE compliance plan meeting the requirements set out in Exhibit 4 Special Conditions Regarding Minority, Women, and Veteran- Owned Business Enterprises.

10. Exceptions to Exhibit 5 Insurance Requirements (weighted value 5%)

The City's insurance requirements for the Parking Enforcement Requirements are set out in Exhibit 5 Insurance Requirements.

During the pre-submittal stage of the RFP, the Respondent must review the insurance requirements but is not required to submit any certificates of insurance with its Proposal or register with *myCOI*. However, should the Respondent be selected for contract award, then the Selected Respondent will be notified by DPS to submit certificates of insurance naming the City of Chicago as additional insured in accordance with the terms and conditions specified in Exhibit 5 Insurance Requirements.

During the pre-submittal stage of the RFP, therefore, if the Respondent determines that a change to the City's insurance requirements would be necessary before the Respondent would be willing to accept them, then the Respondent must submit a redlined version of Exhibit 5 Insurance Requirements with eComments to explain the rational for each change, and include the redlined version with Respondent's Proposal submittal, as an exhibit to cover letter. Submit the redlined Word.docx file(s) with Proposal submittal as a live Word.docx file. Accordingly, include the word "redline" in the Insurance Exhibit's file name.

NOTE: The City will not accept or consider accepting any exceptions, changes, or objections to the Insurance Requirements at any time after the Proposal due date, except

and only to the extent the City unilaterally makes a material change to a substantive provision of the Insurance Requirements after the Proposal due date.

Respondent must be able to comply with the City's insurance requirements should a contract be awarded pursuant to this RFP. The City prefers no exceptions be taken to the insurance requirements. A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

11. Exceptions to Exhibit 7 Sample Professional Services Agreement ("PSA") (weighted value 5%)

The City's standard boilerplate contract language that will be applicable for the Parking Enforcement Requirements at the time of contract award are set out in Exhibit 7 Sample Professional Services Agreement ("PSA").

During the pre-submittal stage of the RFP, the Respondent must review the PSA language but is not required to insert any variable information or execute any PSA signature requirements in the PSA. However, should the Respondent be selected for contract award, then the Selected Respondent will be provided the PSA (having the blank lines and other specific information completed by DPS) for execution by the Contractor's authorized party.

During the pre-submittal stage of the RFP, therefore, if the Respondent is required to make if the Respondent determines that a change to the PSA requirements would be necessary before the Respondent would be willing to accept them, then the Respondent must submit a redlined version of Exhibit 7 Sample Professional Services Agreement ("PSA") with eComments to explain the rational for each change, and include the redlined version with Respondent's Proposal submittal, as an exhibit to cover letter. Submit the redlined Word.docx file(s) with Proposal submittal as a live Word.docx file. Accordingly, include the word "redline" in the PSA's file name.

NOTE: The City will not accept or consider accepting any exceptions, changes, or objections to the PSA at any time after the Proposal due date, except and only to the extent the City unilaterally makes a material change to a substantive provision of the PSA after the Proposal due date.

The City prefers no exceptions be taken to the PSA language. A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

VI. EVALUATING PROPOSALS

A. Evaluation Process

An Evaluation Committee ("EC") will be established by DPS and be composed of, but not limited to, representatives from DPS and subject matter experts from DOF. The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary. The EC members shall review each Respondent's Proposal to determine the degree to which the Proposal meets the City's preferences as described following each criterion set out in Section V. B, Proposal Submittal Documents. The higher the score, the more favorable the outcome in terms of contract award.

The City of Chicago seeks to prevent all conflicts of interest regarding procurement decisions. Conflicts of interest arise when an EC member participates personally and substantially in official matters where they have a financial interest. No member of the EC is permitted to have any personal interest, direct or indirect, in the contract arising from this RFP. If an EC member believes a conflict of interest exists, they should immediately notify the DPS and recuse themselves from all procurement decisions.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process.

Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The Proposal evaluation process is organized into three phases:

Phase I - Preliminary Proposal Assessment
Phase II - Detailed Proposal Evaluation
Phase III - Oral Presentations; System/Product Demonstrations, and/or Site Visits, (if necessary)

Phase I - Preliminary Proposal Assessment
During Phase I, the Department of Procurement Services ("DPS") will first consider the completeness and responsiveness of the Respondent's Proposal.

Phase I will be completed by DPS and will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section V. B, Proposal Submittal Documents.

Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and be rated as "Non-Responsive".

Proposals providing responses in accordance with Section V. B, Proposal Submittal Documents will be eligible for detailed analysis in Phase II, Proposal Evaluation as described below.

Phase II - Proposal Evaluation
In Phase II, the EC will review the information required under Section V. B, Proposal Submittal Documents for each Proposal and will conduct a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, cost proposal, and other factors based on the evaluation criteria outlined in Section V. B, Proposal Submittal Documents.

B. Selection Process

After the EC completes its review of Proposals in Phase II, it may, at its discretion, proceed onto Phase III and submit to the Comptroller and Chief Procurement Officer a recommended short list of Respondents considered for contract award; or the EC may forego Phase III and submit a recommendation to select one Respondent for contract award; or the EC may recommend the rejection of any or all Proposals.

Phase III- Oral Presentations, and/or System/Product Demonstration and/or Site Visit

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer, those short-listed Respondents may be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions; and/or to request Respondent to provide a product demonstration.

All Respondents placed on the short list will be subject to the same additional requirements (i.e., if one short listed Respondent gives an oral presentation, all short-listed Respondents will give an oral presentation; if a site visit is required, all short-listed Respondents will receive a site-visit; etc.)

Following oral presentations, the Evaluation Committee will conduct a final evaluation and determine final scores of the Respondents, then submit its recommendation to the Comptroller. The recommendation may be to enter into negotiations with only one Respondent or may be to enter into concurrent negotiations with more than one Respondent.

Upon receipt of the EC's recommendation, the Comptroller will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Comptroller's recommendation and exercise her authority to either notify the Respondent(s) to enter contract negotiations or reject the recommendation and offer alternate options.

The City will require the Selected Respondent(s) to participate in contract negotiations. To award a contract that represents the best value to the City, as determined by the Comptroller and the Chief Procurement Officer, the City reserves the right to enter concurrent competitive price negotiations with one or more Selected Respondent(s). The City's requirement that a Selected Respondent negotiate is not a commitment by the City to award a contract.

The City reserves the right to terminate this RFP solicitation at any stage if the Chief Procurement Officer determines this action to be in the City's best interest. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

A. Clarifications and Addenda

If it becomes necessary to revise or expand upon any part of this RFP, the City will send an online-discussion notification to prospective Respondents who have indicated intent to propose in this RFP that an Addendum or Clarification has been issued. The Clarifications and Addenda will be available at the following URL: www.cityofchicago.org/eProcurement.

Prospective Respondents that have indicated interest in this RFP will receive an eProcurement system notification that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve prospective Respondents from the obligation to comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Proposal.

Any harm to the prospective Respondent 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 RFP solicitation.

Each Addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt in the cover letter. Respondents are solely responsible for acquiring the necessary information or materials available at the following URL: www.cityofchicago.org/eProcurement.

A copy of Addenda associated with this RFP specification number will also be posted on the City of Chicago Department of Procurement Services' website. Prospective Respondents are listed on the Take-Out List.

An Addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or

2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or

3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV A.1 herein.

B. City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFP or as may otherwise be so required.

C. Scope Refinement/Revision Option

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the Respondents based upon the revised Scope of Services.

D. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including, but not limited to, costs associated with preparing the Proposal and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

E. Prohibition on Certain Contributions - Mayoral Executive Order No. 2011-4

No Respondent or any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Respondent'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 Respondent, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Respondent 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 Respondent or the date the Respondent 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.

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

For purposes of this provision:

"Other Contract" means any agreement entered into between the Respondent 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.

F. False Statements

1. 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

2. 1-21-020 Aiding and Abetting

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

3. 1-21-030 Enforcement

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

G. Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

H. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the **"Sexual Harassment Policy Affidavit" Exhibit 6 attached hereto**) that Respondent has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

I. Protests

The Respondent must submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall, Room 806, 121 N. LaSalle Street, Chicago, Illinois 60602. A pre-submittal protest must be filed no later than 5 days before the due date. A pre-award protest must be filed no later than 10 days after the due date, and a post-award protest must be filed no later than 10 days after the award of the contract.

All protests and 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 Chief Procurement Officer take. Copies of the Protest Procedures are available on the DPS website at https://www.chicago.gov/content/dam/city/depts/dps/RulesRegulations/BidProtestRules.DPS.12.2018.pdf.

APPENDIX 1

ePROCUREMENT

This is an eProcurement Request for Proposals ("RFP"). Proposals (referred to as "proposals" throughout this document) are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic proposal and providing Contractors with access to contract, ordering and payment information for their City contracts.

1. Obtaining the Proposal Documents

Respondents are solely responsible for obtaining all RFP Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Services ("DPS") website at the following URL:

http://www.cityofchicago.org/eProcurement

Click on "Current RFPs."

In order to receive notice of clarifications and addenda, Respondents must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Respondents up for notifications.

RFP Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out 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.

2. Clarifications and Addenda

The City will send an email notification to Respondents who have indicated intent to respond to an RFP that an Addendum or Clarification has been issued. The Clarifications and Addenda incorporated into the electronic RFP document available at the following URL:

https://www.cityofchicago.org/eProcurement

Respondents that have indicated interest in an RFP will receive email notification that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Respondents from the obligation to respond according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic proposal. Any harm to the Respondents 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 RFP solicitation.

3. Questions Regarding the RFP Documents; Respondent Inquiry Deadline

All inquiries regarding the RFP Documents or procurement process may be directed to the Procurement Specialist in iSupplier via online discussion.

The Respondents Inquiry Deadline is listed on the front cover of the RFP Documents under "Deadline for Questions." Inquiries received after the Respondents Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

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

4. Completion of the RFP Documents

Each Respondent must complete all of the forms listed on the RFP Submittal Checklist in the Requirements section and scan and upload them as attachments to the electronic proposal submission. Respondent may not change any of the RFP Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal and will not be binding upon the City.

Respondents must submit their pricing as an attachment in the iSupplier system to be reviewed by the Evaluation Committee for consideration.

5. Date, Time, and Place

Proposals are to be submitted electronically to the Department of Procurement Services on the date and prior to the time stated on the Cover Page of the RFP Documents, or any Addendum issued by the City to change such Proposal Due Date. No Proposal will be accepted after the Proposal Due Date. The time of the receipt of the Proposal will be determined solely by the "Time of Quote" generated by the iSupplier system.

6. Technical Assistance

If you required technical assistance go to https://www.cityofchicago.org/eProcurement click the "Help" tab.

7. Technical Difficulties

The Respondent is solely responsible for ensuring timely submission of their electronic solicitation proposal. Failure to allow adequate time prior to the Proposal Due Date to complete and submit a proposal to a solicitation, particularly in the event technical support assistance is required, places the Respondent and their proposal at risk of not being accepted on time. The Respondent is advised that the iSupplier system requires acknowledgement of a disclaimer and an electronic signature before a solicitation proposal is accepted. The Respondent is further advised that the iSupplier system checks for the completion of system-required fields before allowing the Respondent to electronically sign and submit their proposal electronically. Respondents who wait until nearly the time of Proposal Due Date may not be allowed to sign and submit their document due to missing required fields.

Should the Respondent encounter technical difficulty with their proposal submission, the Respondent must contact the City's eProcurement Help Desk at 312-744-HELP or customersupport@cityofchicago.org, Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding City holidays.

EXHIBIT 1: SCOPE OF SERVICES

1. BACKGROUND

The City of Chicago Department of Finance ("DOF") Street Operations Division carries out parking enforcement operations pursuant to and in accordance with the Municipal Code of Chicago ("MCC"). This includes issuing parking, standing, and compliance violations, which promote safety and the efficient flow of traffic. These responsibilities are managed through the deployment of parking enforcement aids throughout 194 enforcement zones in the City.

The Contractor must provide parking enforcement services in accordance with the MCC. In addition, the Contractor must adhere to parking enforcement protocols as provided in the terms of this Contract and standard operating procedures as set forth in DOF's Parking Enforcement Training Manual.

2. DETAILED SPECIFICATIONS

Parking enforcement services, include but are not limited to providing qualified individuals for various positions and roles; training and developing staff to perform job responsibilities efficiently and accurately; issuing parking, standing, and compliance violations; providing scalable and adaptable resources to meet fluctuating levels of operational needs; and managing staff performance, scheduling, enforcement routes, reporting, escalations, and complaints ("the Services").

As part of the Services, the Contractor is required to issue parking, standing, and compliance violations outdoors, year-round and to deploy personnel during regular and non-regular hours (e.g., nights and weekends), in different enforcement zones across the City. In addition, Contractor may be required to work on City designated Holidays, including Thanksgiving Day and Christmas Day, in accordance with the requirements determined by the authorized representative of DOF.

The Contractor is also required to provide its staff with transportation, including motorized vehicles, bicycles, scooters, and public transportation; and uniforms, which must be approved by the City.

3. GENERAL SERVICE REQUIREMENTS

The Contractor is responsible for conducting all aspects of recruitment, testing, selection, and management of its parking enforcement personnel.

Contractor must provide professional personnel management services; specifically, management personnel who shall interact with DOF's Street Operations Division in a collaborative effort to provide the Services effectively and efficiently as required by the City.

Contractor shall ensure the development, implementation, and maintenance of the Contractor's Quality Assurance ("QA"), Quality Control ("QC"), and Continuous Improvement Process ("CIP"), which must be provided to the City upon request.

4. HIRING, RETENTION, AND PROHIBITIONS

DOF reserves the right to require the Contractor to not allow any individual unsuitable for the performance of services involving the public trust to perform work under this Contract in the event of the following, or similar, circumstances:

i. Discovery that an individual falsified or failed to complete the application form, or otherwise made a false statement or omission of a material fact, or practiced fraud or attempted deception in attempting to secure employment, which would otherwise disqualify the employee from performing work under the terms of this Contract as determined by the City; or
ii. Suspension or revocation of an individual's Illinois State Driver's License if the individual is required to drive in the performance of the Services; or
iii. If the individual reports for work under the influence of alcohol or drugs; or during working hours consumes an alcoholic beverage, or uses unprescribed drugs, or uses prescribed drugs in a

manner not prescribed by the individual's physician; or possesses alcohol or illegal drugs while on duty; or

iv. Conviction of a misdemeanor or felony; or
v. If the individual receives complaints of unprofessional or unlawful behavior while on duty; or
vi. If the individual's job performance does not meet the expectations of the City as described in this Contract; or
vii. If the individual was previously employed by the City and was dismissed for cause or resigned not in good standing within the past three (3) years.

In addition to specific requirements related to performing the Services, Contractor must institute the following prohibitions upon all of its staff:

i. The use or carrying of firearms or any type of weapon while on duty; and
ii. Consuming alcoholic beverages or using unprescribed drugs, or prescribed drugs in a manner not prescribed by the individual's physician during working hours; and
iii. Texting, checking and engaging in social media, or engaging in personal socializing while on duty; and
iv. Providing information relating to this Agreement and the Services being provided to the media.

The Contractor shall be responsible for immediately notifying the City when any personnel performing Services under the Contract leaves their employment.

The Contractor shall be responsible for securing all City-issued equipment or related items immediately upon an individual leaving the Contractor's employment, or when an individual is no longer assigned to provide services under this Contract.

5. SCHEDULING

Contractor Services will generally be required during non-regular hours (e.g., nights and weekends) although subject to change as directed by the City. Contractor must provide the Services based on the ratio of one (1) Parking Enforcement Officer Supervisor ("PEO Supervisor") per seven (7) Parking Enforcement Officers ("PEOs") based on hours worked. For example, if a PEO Supervisor works one hour, then the corresponding 7 PEOs must work one hour each for a total of 7 hours. Any changes to the above-referenced ratio can be made at the full discretion of the City.

The Contractor's Program Manager and DOF's Authorized Representative will meet, at minimum, on a monthly basis to discuss the City's upcoming enforcement needs based on factors including, but not limited to, sporting and special events, street cleaning, seasonal enforcement, special enforcement requests, enforcement area complaints, parking meter density and locations, construction, and fluctuating parking restrictions throughout the City. Examples of special events include but are not limited to major sporting events, neighborhood festivals, concerts and music festivals and community enforcement details

In the event of inclement weather, or other extreme unforeseen conditions, where the Contractor has determined such conditions require its PEOs to be taken off duty for the safety and welfare of the PEOs, the Contractor shall immediately notify the DOF Authorized Representative for approval. The Contractor must provide in writing which PEOs shall be taken off duty, the time when each PEO will cease performing their duties, and sufficient support documenting the reason such decision was made. To the extent the DOF Authorized Representative approves the Contractor's decision, which shall not be unreasonably withheld, the City shall not be billed or pay for the scheduled hours which were not provided by the Contractor.

The City may also provide written notice to the Contractor that inclement weather or other extreme unforeseen conditions exist that require the Contractor's PEOs and/or PEO Supervisors to be taken off duty for their safety and welfare. In the event where the City requests for Contractor to cancel an entire day or shift, the Contractor shall not be assessed any Liquidated Damages in accordance with the Service Level Requirement ("SLR") below for Minimum Hours Worked.

6. SCALABILITY

The Contractor will be required to increase or reduce its PEO and PEO Supervisor staff based on fluctuations in DOF's operational needs to ensure equitable and efficient parking enforcement services throughout the City.

If the DOF Authorized Representative determines that the Services may require five (5) or more additional PEOs than the number originally scheduled to meet the City's needs, then the City shall provide Contractor with written notice of such requirement no less than sixty (60) calendar days from when the additional number of PEOs shall be required to begin work. If the DOF Authorized Representative determines that parking enforcement services may require less than five (5) additional PEOs than the number originally scheduled to meet the City's needs, then the City shall provide Contractor with written notice of such requirement no less than thirty (30) calendar days from when the additional number of PEOs shall be required to begin work. The DOF Authorized Representative and Contractor shall coordinate such changes requested by the City and the City shall provide a revised schedule to the Contractor as required.

If the DOF Authorized Representative determines that due to operational needs the Services must be reduced and fewer PEOs than the number originally scheduled to meet the City's needs are required, then the City shall provide Contractor with written notice of such reduction within fourteen (14) calendar days from when the additional number of PEOs shall be required to stop work.

All hourly rates shall be charged in accordance with the Exhibit 2 - Compensation Schedule. Historical PEO and PEO Supervisor staffing information is provided in Attachment A – Sample Contractor Operational Schedule and is viewed by the City as a baseline.

7. QUALIFICATIONS, EXPERIENCE, AND DUTIES

7.1 PEO Qualifications and Experience

A PEO must be capable of performing the essential duties as described under this Contract. A PEO shall, at a minimum, meet the following requirements:

i. Possess sufficient knowledge (after training) of applicable City and DOF policies; procedures; rules; regulations; and MCC ordinances; and
ii. Ability to actively listen and exhibit patience when motorists are communicating their frustration and acknowledge their position with empathy; and
iii. Ability to clearly communicate information in writing; and
iv. Proficiently speak, read, and write in English; and
v. Ability to remain calm and rational during high stress situations and use good judgment and initiative in an emergency or unforeseen circumstances; and
vi. Demonstrate reliability, responsibility, and dependability; and
vii. Pass the minimum competency and written exams conducted by the Contractor, as applicable; and
viii. Possess a high-school diploma or G.E.D. Certificate; and
ix. Possess a valid state driver's license (if a PEO will be required to drive) or state-issued identification; and
x. Ability to operate a City-issued mobile device (such as a smartphone or tablet); and a City-issued parking ticket printing device (such as a Bluetooth printer used for parking ticket issuance); and a Contractor-issued two-way radio or other communication device, if necessary; and
xi. Possess sufficient knowledge of the streets and neighborhoods in the City to correctly cite violation locations; and
xii. Possess sufficient knowledge of customer service techniques; and
xiii. Demonstrate proficiency in problem solving and decision making; and
xiv. Ability to listen to and understand information and ideas presented through verbal and written communications; and
xv. Ability to work non-regular hours, including nights, weekends, and Holidays.

7.2 PEO Duties

PEO duties shall include but are not limited to the following:

i. Issue citations in accordance with all parking, standing, and compliance related MCC ordinances; and
ii. Issue citations using software and mobile devices provided by the City; and
iii. Inspect recorded images and determine whether a violation exists; and
iv. Issue citations using City paper stock and envelopes, or any other such City authorized media, which shall be purchased by the City and provided to Contractor as required; and
v. Void citations upon prior approval from PEO Supervisor and if applicable reissue; and;
vi. Patrol the designated geographical zones during the assigned work hours on foot, in a vehicle, or on a bicycle; and
vii. Enter information regarding missing or damaged parking signs in CitySight application.

7.3 PEO Supervisor Qualifications and Experience

In addition to the minimum PEO qualifications and experience set forth above, the PEO Supervisor must also have the ability to perform the following minimum requirements:

i. Supervise PEOs to ensure adherence with work requirements; and
ii. Monitor the performance of PEOs while in the field; and
iii. Drive PEOs to various locations/zones, when or if required; and
iv. Train new PEOs and recognize when additional training may be required; and
v. Review and evaluate the work performance of PEOs relative to measurable standards; and
vi. Provide approval to PEOs to void citations based on DOF approved guidelines.

7.4 PEO Supervisor Duties

Supervisory PEO duties shall include all of the PEO duties listed above and additional supervisory duties such as:

i. Supervise PEOs, including review of the quality and quantity of tickets issued and adherence to enforcement zone assignments, work rules, etc.; and
ii. Provide coverage for absent PEOs; and
iii. Provide entry-level training support to PEOs; and
iv. Resolve hardware and software issues; and
v. Implement deployment schedule as provided by the City; and
vi. Transport PEOs as needed; and
vii. Report injuries or accidents and follow applicable procedures; and
viii. Create reports as required by the City; and
ix. Manage vehicle assignment and deployment.

7.5 Project Manager Qualifications and Experience

The Contractor must provide no less than one full-time Project Manager devoted solely to performing the services required under this Contract. The Project Manager must be the onsite representative of Contractor to ensure contract compliance and to fulfill the requests and needs of the City with respect to the operations.

In addition to the minimum PEO and PEO Supervisor qualifications and experience set forth above, it is also preferred that the Project Manager also possess:

i. A bachelor's degree or equivalent experience managing employees in the field; and
ii. Experience working in parking enforcement; and
iii. Proficiency using Microsoft Suite; and
iv. One or more years of customer service experience.

7.6 Project Manager Duties

Project Manager duties shall include but are not limited to the following:

i. Work a minimum of 40 hours per week to manage daily operations across multiple shifts during enforcement hours, which includes nights, weekends, and Holidays as well as periodically working with the PEOs and PEO Supervisors in the field; and
ii. Conduct monthly meetings with City staff to discuss operations, staffing levels, complaints, outstanding issues, and scheduling; and
iii. Investigate complaints and perform follow up with impacted parties; and
iv. Create staffing schedules, including for special events as provided in Section 5, Scheduling, above; and
v. Management of Enforcement Zones, applicable at the time; and
vi. Perform audits of PEO and PEO Supervisor performance and implement disciplinary measures if applicable; and
vii. Conduct trainings to ensure compliance with City policies and procedures; and
viii. Review invoices and work with Contractor's accounting team to ensure accuracy and correct errors; and
ix. Create reports used to track productivity.

8. TRAINING

Authorized representatives of DOF shall provide training to the Contractor's designated trainer concerning various work requirements. As part of this training, DOF will utilize its Parking Enforcement Training Manual. DOF may modify this manual from time to time and shall notify Contractor of any such changes to allow for adequate time for training of Contractor personnel.

DOF training shall include, but not be limited to:

i. DOF's standard operating procedures and requirements concerning the issuance of parking, standing, and compliance violations; and
ii. Review of MCC ordinances concerning parking, standing and compliance enforcement; and
iii. Recognition of various parking signs; and
iv. Identification of missing, damaged, obstructed, or conflicting parking signs and curb markings; and
v. Use of mobile citation software and hardware devices; and
vi. Certain prohibitions concerning the use of mobile devices (e.g., under no circumstances is the Contractor permitted to install or download any software onto City equipment, or perform any other unauthorized activity using City equipment); and
vii. Data security, including the City's Information Security Policy, personal information and confidentiality protocols; and
viii. Customer service: It is not unusual for PEOs to be the recipient of emotionally charged language expressed by the public while performing their duties. Therefore, PEOs must be appropriately screened and trained to deal with such occurrences, including but not limited to the following:
    - De-escalation techniques; and
    - How to interact with the public and colleagues in a polite, helpful, and professional manner; and
    - How to ethically and objectively perform job duties, such as not giving preferential treatment or accepting any type or form of compensation in exchange for failure to perform the required job responsibilities (e.g., issuing violations).

Training provided by Contractor shall include but is not limited to all of the information provided in the City's training listed above as well as general customer service (e.g., conflict management), job procedures and emergency protocols.

Whereas the City shall train the Contractor's trainer in terms of parking enforcement requirements, the Contractor must provide the initial and ongoing comprehensive training of its PEOs, PEO Supervisors, and Project Managers at no separate cost to the City. The Contractor is responsible for training and development of its PEOs and ensuring that PEOs have been fully trained before performance of Services begins. Contractor shall maintain complete training records of each PEO.

In the event of a change in City protocols, the City will notify Contractor of such change. The authorized representative of DOF shall determine if additional training is needed and how the training will be provided (e.g., via hands-on classroom setting, or verbally, or by written instruction, etc.). Contractor is responsible for training employees and implementing any applicable changes on or before the effective date of such change.

9. TYPES OF VIOLATIONS

PEOs shall be required to issue citations based on MCC ordinances in accordance with DOF's training instructions, including but not limited to the following:

Table 1 - Types of Violations

MCC Code Section	MCC Description
9-64-190	Parking meter zones – Regulations
9-64-090	Residential parking permit
9-76-160	Registration plates
9-64-040	Temporary and permanent signs – Street cleaning
9-64-150	Parking prohibited – Fire stations, railroad crossings and hazardous locations
9-64-125	Display of wheel tax license emblem
9-64-080	Parking restricted on certain days or hours (rush hour)
9-40-060	Standing or parking on bicycle paths or lanes prohibited
9-12-060	Bus lanes

10. MANAGEMENT OF ENFORCEMENT ZONES

The Contractor is responsible for managing PEO staffing, enforcement routes, and schedule changes, as provided by DOF's Authorized Representative. Scheduled enforcement routes will be provided by the City to the Contractor on a monthly basis and shall include but are not limited to after hours (nights/weekends) and special events. Please see Attachment A, Sample Contractor Operational Schedule, and Attachment B, Sample Enforcement Zones. The Contractor will be required to utilize City provided citation software to guide the PEO's route within a designated zone.

The City shall provide the Contractor's Project Manager with a 2-hour minimum notice in writing by email of any changes to the scheduled enforcement routes.

11. REPORTING

Contractor must provide the reports specified below as well as ad hoc reports as requested by the City. The City may make additions or deletions to the list of reports it requests at its discretion. The reports shall be provided in a format agreed upon by the City and Contractor.

11.1 Daily Reports

Contractor shall maintain and provide a daily activity report to the City and include, at a minimum, the following:

- Difficult customer service situations and any unusual circumstances (e.g., police contacted) that occur while PEOs are in performance of their duties to be summarized in an incident report in accordance with training protocols.
- Number of PEOs scheduled, number of PEOs that worked, locations where PEOs worked, number of PEO hours worked, and number of tickets issued.

11.2 Monthly Reports

Contractor shall maintain and provide a monthly activity report to the City and include, at a minimum, the following:

- Monthly summary of activities showing total work hours as patrolled and non-patrolled accounted for separately by PEO and PEO Supervisors.
- Monthly cumulative total of all hours that were scheduled to be worked, but which were not worked accounted for separately by PEOs and PEO Supervisors.
- All complaints regarding any PEO (see Complaint Reports below) shall include PEO name and badge number, names of any other parties involved, phone numbers, addresses (if known), the nature of complaint, and action taken.
- All incidents reported.

Monthly reports containing the above data are to be furnished to the City no later than the 10th of the following month and should be sent via email to DOF's Authorized Representative.

11.3 Complaint Reports

The Contractor must notify the City immediately of any complaints received, promptly and thoroughly investigate the complaint, inform City of its findings, and courteously respond as directed by the City. The DOF Authorized Representative shall provide how and to whom such notice must be provided. If the City receives a complaint concerning a PEO, it will notify the Contractor.

All complaint reports are to be documented and provided to the City for review upon completion. Reports must include action taken to investigate and resolve each complaint.

12. EQUIPMENT AND MATERIALS PROVIDED BY THE CITY TO CONTRACTOR

Table 2 below indicates the list of materials and equipment the City shall provide to the Contractor for use by each of its PEOs.

Table 2– Equipment and Materials Provided by the City

Provided by City	General Description
Mobile citation software	Includes maintenance and support
Citation paper and envelopes	For mobile devices and printers
Mobile devices	Includes maintenance and support
Accessories (carrying case; batteries; etc.)	For mobile devices and printers
Bluetooth printer	Includes maintenance and support
Printed materials	Includes ticket books for hand-written tickets
Other hardware	LPR (License Plate Recognition) cameras utilized for enforcement

Except for normal wear and tear, the Contractor is responsible for the proper use and protection of all City-issued equipment and materials (used in accordance with DOF's training and usage protocols) while such equipment and materials are in the Contractor's care, custody, and control.

The Contractor is liable for any damage or loss to any equipment and materials issued to the Contractor. The Contractor must reimburse the City for any equipment and material repair or replacement costs, as applicable, and any material replacement costs incurred by the City due to any damages or loss of equipment and materials caused by the Contractor while such equipment and materials were in the Contractor's care custody or control. The City will offset the Contractor's current invoice for the amount due for any lost materials or equipment.

13. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONTRACTOR

The Contractor must provide all items not included in Table 2, above, but necessary to carry out the Services in accordance with this Contract (e.g., vehicles, bicycles, uniforms, 2-way radios, etc.) to its staff at no additional cost to the City. Further, to the extent that staffing must be scalable, the equipment and

materials furnished by the Contractor to its staff must also be scalable and readily available should the City's operational needs require an increase in staff.

13.1 Uniforms

Clean, professional, and tailored uniforms, comfortable footwear, and clothing appropriate for the diverse weather conditions experienced in the City, must be provided by the Contractor to its PEOs and PEO Supervisors at the Contractor's expense, and are subject to approval by DOF's Authorized Representative for conformance with the Contract, whose approval shall not be unreasonably withheld.

Uniforms must comply with the following minimum requirements:

- Must be clean and pressed and without holes, tears, or frays; and
- Must fit properly; and
- Shirts, jacket sleeves, and hats must have appropriate logos or emblems designating that the PEOs and PEO Supervisors are official parking enforcement personnel; and
- Uniforms shall not resemble a Chicago Police Department, Department of Finance, or other City enforcement unit uniform; and
- During periods of hot and humid weather, long shorts and a coordinated short sleeve collared shirt are acceptable and must have appropriate logos or emblems designating that the PEOs and PEO Supervisors are official parking enforcement personnel;
- Must include safety vests; and
- Items such as tennis shoes and tee shirts are not allowed.

Uniforms must be worn during all working shift hours and all staff must be in uniform while driving in a PEO vehicle.

13.2 Transportation

The Contractor is required to provide safe and reliable transportation for its staff throughout the various areas of the City. All such transportation must be provided by the Contractor to support the deployment of its staff, at no additional cost to the City. Staff travel time shall not be billed as enforcement hours.

13.2.1 Motorized Vehicles

A minimum of three motorized vehicles must be provided, maintained, and insured by the Contractor, at the Contractor's own expense. These vehicles must be provided to Contractor's staff for exclusive use to perform the Services under this Contract in order to efficiently patrol enforcement routes.

Furthermore, the Contractor is required to obtain approval from the City prior to the use of all such vehicles in accordance with the following minimum requirements:

i. All vehicle purchases and costs to operate, repair, maintain, and insure, are at the Contractor's expense; and
ii. All vehicles must be in good working condition (operating within the original vehicle manufacturer's specifications); and
iii. All vehicles must be used exclusively for City parking enforcement operations only; and
iv. All vehicles must be kept clean and in good condition throughout the term of the Contract and during Contract extension periods, if any; and
v. All vehicles must be in compliance with City and Illinois Secretary of State registration requirements, as applicable; and
vi. Any traffic violations, or other violations, damages or other incidences caused by or incurred by the Contractor while operating or otherwise relating to its vehicles, are the responsibility of the Contractor; and
vii. All drivers of the vehicles must operate within all laws, and conform to any relevant standards of conduct as set out in the Agreement; and
viii. Identification markings on vehicles must:
ix. Be the same in color; and
x. Have identical markings identifying the Contractor's name; and
xi. Be clearly identifiable as "Parking Enforcement" vehicles; and

xii. Not have markings that resemble City vehicles; and
xiii. Must be equipped with fully operational roof-mounted light bars (e.g., flashing yellow caution lights); and
xiv. Shall have a sign warning of frequent vehicle stops at the rear of the vehicle; and
xv. Not have any marketing or other advertisements appearing on it, but may have company identification, name, and logo appearing on it.

13.2.2. Bicycles

In addition to vehicles as described above, the Contractor must provide a minimum of two bicycles for its staff to be utilized during each shift, or as designated by DOF's Authorized Representative. Such bicycles shall be used exclusively for the City's parking enforcement operations. All such bicycles must be provided, maintained, and insured by the Contractor, at the Contractor's own expense.

14. DATA ANALYTICS AND TECHNOLOGICAL SUPPORT

The Contractor must utilize the citation software, mobile devices, and other hardware provided by DOF. Contractor's management must utilize the citation software's management tools to assist in the management of their staff. Data analytics from the citation software and other databases will be utilized to measure effectiveness of Contractor.

15. DISCLOSURE OF EMPLOYEE RECORDS

In the event of an investigation by the City and to the extent permitted by law, the Contractor must disclose personnel files of individuals involved in the performance of the Services (provided that such records exclude sensitive personal information). The information requested shall be submitted to the authorized representative of the City as required. Such records may include:

i. The completed employee application form provided to Contractor; and
ii. Completed background investigation and testing process; and
iii. Training date of employee; and
iv. Complaints received against employee including disposition of the complaint.

The Contractor must maintain all personnel records as listed above as required by the terms of the Contract and law.

16. SERVICE LEVEL REQUIREMENTS ("SLRS")

The Contractor will be required to perform the Services in accordance with the SLRs described in the subsections below. A Service Level Failure will be deemed to have occurred whenever Contractor's performance for a particular SLR fails to meet the specified requirements.

If a Service Level Failure occurs, the City will be entitled to receive liquidated damages from the Contractor in the amounts associated with each SLR described below. Liquidated damages may be in the form of credit against charges owed by City to the Contractor under the Contract. In the event that the City owes no further charges to Contractor, Contractor will pay the City the amount of any liquidated damages.

The City and Contractor agree that any such liquidated damages provided to City will not constitute the City's sole and exclusive remedy with respect to the failure for which the liquidated damages are payable.

16.1 SLR for Minimum Hours Worked

The Contractor must provide a sufficient number of PEO and PEO Supervisor hours to meet the City's enforcement needs for any scheduled period as specified by DOF. Schedule requirements and hours will be provided to the Contractor after execution of the Contract, but before performance of services begins. Schedule requirements and hours are subject to change at the City's sole discretion due to fluctuations in operational needs and Contractor will be provided with notice by the City as provided in Section 6, Scalability, above. Historical PEO and PEO Supervisor staffing information is provided in Attachment A – Sample Contractor Operational Schedule and is viewed by the City as a baseline.

In the event the Contractor fails to provide 90% of the minimum number of hours to be worked for any month, the Contractor shall be assessed liquidated damages equal to the hourly rate for the total

number of hours missed specific to the corresponding employee title applicable at the time, which will be deducted from the following month's invoice.

16.2 SLR For Zones And Special Events Worked

The Contractor must assign PEOs to the locations specified in the monthly enforcement route schedule, including special events, as specified in the Management of Enforcement Zones section above.
In the event the Contractor fails to assign PEOs to the locations, as specified above, 95% of the time over any one-month period the Contractor shall be assessed liquidated damages equal to 5% of the invoice total for the month in which the failure to comply occurred.

16.3 SLR For Improperly Issued Tickets

The Contractor must issue all citations in accordance with DOF's Parking Enforcement Training Manual and the MCC. Citations shall be found to be improperly issued if any of the errors below occur:

i. Ticket is not clearly legible; or
ii. Missing or wrong date; or
iii. Missing or wrong time; or
iv. Missing or wrong violation code; or
v. Missing or blurred picture for tickets issued via a handheld device; or
vi. Missing or wrong month or year of expiration date for a citation that requires this information; or
vii. Missing or wrong address of violation; or
viii. Incorrect data entry; or
ix. Violation of MCC does not exist; or
x. Ticket was issued in an area where Contractor was notified to not enforce.

The Contractor will incur liquidated damages for each citation issued by a PEO and PEO Supervisor that was not properly issued as specified above on a monthly basis. The value of the liquidated damage amount shall be equal to the amount of the fine assessed under the MCC had that same citation been properly issued and was valid. The City will offset the Contractor's monthly invoice in the amount of the liquidated damages.

In the event system related issues not within the control of the Contractor are found, by the City, to be the root cause of an improperly issued ticket, the Contractor shall not be subject to liquidated damages.

EXHIBIT 2: SCHEDULE OF COMPENSATION

Respondent Must Provide Pricing In the Live Excel file Incorporated Here by Reference

EXHIBIT 2: SCHEDULE OF COMPENSATION

INSTRUCTIONS: Input data only in yellow or green highlighted cells. The embedded formula shall automatically calculate figures as required.
(1) Type in Respondent's company name in the first yellow-highlighted cell.
(2) Bid a Maximum Fully-Loaded Hourly Rate value for each Worker Type for **YEAR 1** in the yellow-highlighted cells (C5, C9, and C13) as applicable.
(3) Bid a percentage change value (% change yr-to-yr) in the highlighted green cells to reflect how much the Maximum Fully-Loaded Hourly Rate value shall increase from year to year *after* YEAR 1 for each Worker Type.
(4) NOTE: All "Hours per YEAR" values indicated for each Type of Worker are estimated Hours only. Actual Hours required shall be determined by the City in accordance with Exhibit 1 Scope requirements.

Name of Respondent:		5-YEAR BASE-TERM CONTRACT PERIOD					EXTENSION OPTION YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Option YEAR 6	Option YEAR 7	Option YEAR 8		
Type of Worker	ESTIMATED Hours per YEAR	Maximum Fully-Loaded Hourly Rate	Maximum Fully-Loaded Hourly Rate	Maximum Fully-Loaded Hourly Rate	Maximum Fully-Loaded Hourly Rate	Maximum Fully Loaded-Hourly Rate	Maximum Fully-Loaded Hourly Rate	Maximum Fully-Loaded Hourly Rate	Maximum Fully-Loaded Hourly Rate	AVERAGES	
PEO	85,689		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	AVG PEO Hourly Rate
		% change yr-to-yr:								0.00%	AVG % Δ
	Estm. PEO Officer Annual Total cost:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	8-yr PEO Total
PEO Supervisor	12,242		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	AVG PEO Supr. Hourly Rate
		% change yr-to-yr:								0.00%	AVG % Δ
	Estm. PEO Supervisor Annual Total cost:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	8-yr PEO Supr. Total
Project Manager	2,600		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	AVG Project Mgr. Hourly Rate
		% change yr-to-yr:								0.00%	AVG % Δ
	Estm. Project Manager Annual Total cost:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	8-yr Project Mgr. Total
	Annual Sum Totals:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		

SUM TOTAL of the 5-Year Base-Term Contract Period:	$0.00
SUM TOTAL of the 3 Option Years:	$0.00
SUM TOTAL for all 8 YEARS:	$0.00

EXHIBIT 3: ECONOMIC DISCLOSURE STATEMENT AFFIDAVIT AND ATTACHMENT A
ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE

STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A "CERTIFICATE OF FILING" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: _____

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. 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.

1.6. 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 Commissioners, officers, titleholders, etc. (if applicable).
	7. For partnerships/LLC/LLP/Joint ventures, etc.:
	a. List of controlling parties (if applicable).

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

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

1.7. 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 or www.yahoo.com or rnail.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.comlproducts/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 htty://get.adobe.comiflashplayer

The Online EDS has been tested on Microsoft Edge, Internet Explorer 6.0 and 7.0 (Microsoft has sunset Internet Explorer (IE) and no longer supports this browser) and Firefox 2.0 and 3.0 on Windows XIP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

ATTACHMENT A: ONLINE EDS ACKNOWLEDGEMENT
ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 1229714 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that the signatory 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 response, 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 respondent or prospective respondent 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 respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____

(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

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

Notary Public Signature: _____ (Seal)

EXHIBIT 4: SPECIAL CONDITIONS REGARDING MINORITY, WOMEN, AND VETERAN-OWNED BUSINESS ENTERPRISE (MBE/WBE/VBE) COMMITMENT FOR COMMODITIES AND SERVICE CONTRACTS

Insert applicable Special Conditions (including blank B, C, and D forms) here.

EXHIBIT 5: INSURANCE REQUIREMENTS

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. INSURANCE REQUIRED FROM CONTRACTOR

1) **Workers' Compensation and Employer's Liability (Primary and Umbrella)**
Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $**1,000,000** each accident; $**1,000,000** disease-policy limit and $**1,000,000** disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) **Commercial General Liability**
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $**1,000,000** per occurrence and $**2,000,000** aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) **Automobile Liability**

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than $**1,000,000** per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) **Umbrella or Excess**

Umbrella or Excess Liability Insurance must be maintained with limits of not less than $**10,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

*Insurance coverages that begin with "**when**," "**if**," or "**where**," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.*

5) **Professional Liability (when applicable)**

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $**5,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of

work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) **Cyber Liabiliy** (**Required**)
If any personally identifiable information, personally identifiable credit information, or protected health information is collected and maintained by Contractor; Cyber Liability must be maintained with limits of not less than $**5,000,000** for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, loss of, alteration of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of Contractor must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

7) **Valuable Papers (when applicable)**
When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) **Garage Liability (when applicable)**
Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than $**1,000,000** per occurrence and $**2,000,000** aggregate/accident for Garage Operations – Covered Autos, Garage Operations - Other than Covered Auto and Personal Injury for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of $**250,000** on a Primary basis for Comprehensive and Collision coverages.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

9) **Property (when applicable)**

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.
Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

10) **Builders Risk (when applicable)**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

11) **Railroad Protective Liability (when applicable)**

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Contractor or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than $**2,000,000** per occurrence, combined single limit, and $**6,000,000** in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

12) **Marine Protection & Indemnity (when applicable)**

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than $**1,000,000** per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (“COI”) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City’s receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by

the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor 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 and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.
Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. 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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability and Professional Liability Insurance, and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, the Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title:_____

Specification #:_____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

(i) a statement that sexual harassment is illegal in Chicago;

(ii) the following definition of sexual harassment: "'Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.";

(iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;

(iv) Examples of prohibited conduct that constitute sexual harassment;

(v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and

(vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

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

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

_____

(Signature of Notary Public) (Seal)

EXHIBIT 7 SAMPLE PROFESSIONAL SERVICES AGREEMENT ("PSA")

PLEASE SEE ATTACHED

EXHIBIT 8 SAMPLE CONTRACTOR OPERATIONAL SCHEDULE EXCEL SHEET

PLEASE SEE EXCEL SHEET

Spec. No.: _____
P.O. No.: _____
Vendor No.: _____
City-Funded

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF FINANCE

AND

_____

_____

BRANDON JOHNSON
MAYOR

SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the _____ day of _____, 20___ ("Effective Date") by and between _____, a _____ corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of _____ ("City"), at Chicago, Illinois.

{Should insert background information here, such as the method of procurement used, when the RFP/RFQ was advertised, the general purpose of the agreement, etc.}

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

ARTICLE 2. INCORPORATION OF EXHIBITS:

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

- Exhibit 1: Scope of Services
    - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE/VBE Compliance Plan
- Exhibit 6: Sexual Harassment Policy Affidavit (MCC 2-92-612)

SAMPLE

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.

"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".

SAMPLE

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

"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, Juneteenth 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:

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- All other parts of this Contract.
- Task Order (if applicable)

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

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.

SAMPLE

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. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. 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: https://www.chicago.gov/city/en/depts/dps/provdrs/debarred_firms_list.html

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. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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.

SAMPLE

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.

SAMPLE

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 806, 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, 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

SAMPLE

Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

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

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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 (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, 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. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"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.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

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.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were

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in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

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 III. 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. Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

3.1.8. Contract Extension For Continuity of Services

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days 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 and whether it will automatically end upon the start date of a new contract, expiration of a transition period, or some other term up to 181 days. Whether or not the extension option is used, Contractor must cooperate with the City for orderly transition of services at the end of the contract term.

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 Contactor 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

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

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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 accepted Price List or Proposal Pages or 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. 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: https://www.chicago.gov/content/dam/city/depts/fin/supp_info/CashManagement/EFT_Form_Revised_080223.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.

3.2.1.4. 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.

3.2.1.5. 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.

3.2.1.6. 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 a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

3.2.1.7. Audits

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3.2.1.7.1. 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".

3.2.1.7.2. 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. 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 seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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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.

3.2.3.2. Payment to Subcontractors Within Seven Days

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promtly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

3.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3.2.3.4. Action by the City

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	$50
Second Unexcused Report:	$100
Third Unexcused Report:	$250
Fourth Unexcused Report:	$500

3.2.3.5. 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.

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

If at any time after the Contract is executed 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.

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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. Certification of Compliance with Laws

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

3.3.3. 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: 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.

3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

3.3.4.1. Title VI List of Pertinent Non-Discrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

  Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

3.3.4.2. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations**: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 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, 44 III. Admin. Code 750 Appendix A, and as further described below.

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.

3.3.5.1.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of

race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 III. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 III. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 III. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 III. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the

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City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 6-10 (formerly Ch. 2-160)
Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 6-10, Sect. 6-10-010 *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.

3.3.5.3. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390
The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of $100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

A) 25% by minority journeyworkers and apprentices;

B) 7% by women journey workers and apprentices;

C) 40% by minority laborers; and

D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

3.3.5.4. Business Enterprises Owned by People With Disabilities (BEPD)
Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

3.3.6. Wages
Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Chicago Mayoral Executive Order 2014-1, as adjusted; (3) Chicago Minimum Wage rate specified by MCC Chapter 6-105, or (4) the highest applicable State or Federal minimum wage. The Chicago minimum wage rates and Mayoral Executive Order wage rates increase on July 1 of each year and are posted on the City website.

3.3.7. 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 date the Contract is executed . 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:

3.3.7.1. 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, 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 any business

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relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.7.2. 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; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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.

3.3.7.3. 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.

3.3.7.4. 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.

3.3.7.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

3.3.8. Restrictions on Business Dealings

3.3.8.1. Prohibited Interests in City Contracts

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

3.3.8.2. Conflicts of Interest

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract 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 the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

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, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services

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to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

3.3.8.3. 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.

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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.

3.3.9. 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 Finance, 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.

3.3.10. Other City Ordinances and Policies

3.3.10.1. 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.

3.3.10.2. 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.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, 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

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Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 III. Laws 3220).

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 USDOT.

3.3.10.3. City Hiring Plan Prohibitions

A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

B. 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.

C. 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.

D. 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. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.10.4. 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 in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

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

3.3.10.5. Duty to Report Corrupt Activity

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Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

3.3.10.6. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

3.3.10.7. Participation By Other Local Government Agencies

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

3.3.10.8. Policy Prohibiting Sexual Harassment (MCC 2-92-612)

For purposes of this section, "Sexual Harassment" is as defined in MCC 6-10-020. For the avoidance of doubt, Contractor will be considered an "Employer" as defined in MCC 6-10-020.

In accordance with MCC 2-92-612, Contractor must attest by affidavit that Contractor has a written policy, compliant with the requirements of MCC 6-10-040, prohibiting Sexual Harassment. The affidavit must be in a form acceptable to the Chief Procurement Officer. Contractor's affidavit is attached as the Exhibit titled "Sexual Harassment Policy Affidavit."

Contractor's failure to have a written policy prohibiting Sexual Harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of the MCC, or from availing itself of any other remedies under contract or law.

3.3.10.9. Policy on Non-Disclosure of Salary History (MCC 2-92-385)

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

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

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(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

(2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

3.3.10.10. Business Diversity Program Reporting

3.3.10.10.1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

3.3.10.10.2. Definitions

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

3.3.10.10.3. Business Diversity Program Reports

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program, if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor's Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.
- For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15.

3.3.10.10.4. Applicability

Contractor must submit the reports required by this Section unless:

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(A) Contractor is a Certified Firm; or

(B) The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or

(C) All active City contracts awarded to Contractor have an award value less than $100,000 and the aggregate award value of all contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than $100,000; or

(D) The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. 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 Occupational Safety and Health Act, 820 ILCS 219/1, *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.

3.3.11.2. 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.

3.3.11.3. Compliance With Environmental Laws

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As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable 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.

3.3.11.4. 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. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.11.5. 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.

3.3.11.6. 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 24 hours of making, submitting or filing the original report.

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Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.10.6 and paragraph 3.3.10.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

(i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;

(ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

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.

3.3.11.7. 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.

3.3.11.8. Environmental Claims and Related Matters

Within 24 hours of receiving, or of any Subcontractor's 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.

3.3.11.9. 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.

3.3.11.10. 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;

SAMPLE

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

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

A. The Claim is made in good faith;

B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and

D. 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.

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The administrative process is described more fully in the "Rules 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 103, 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 warranty, 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").

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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

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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

SAMPLE

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, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor 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 a restricted area, 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 Driver's 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

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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

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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.

3.6.1.5. General Civil Rights Provision

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

3.6.1.6. Firearms and Other Weapons Prohibited.

Except for authorized members of the Chicago Police Department and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does NOT entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act

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and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's access to restricted areas of O'Hare and Midway International Airports.

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 a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

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

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

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

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

Each employee whom Contractor wishes to have access to 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

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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

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

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

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:

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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.

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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.

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ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES – SINGLE PROJECT

4.1. Providing Services

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City form any liability whatsoever to pay for any work performed provided without a Purchase Order.

4.2. Standard of Performance

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

4.3. Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables

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will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

4.4. Additional Services

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.6. Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contractor upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contract by written notice to the City may treat the suspension as an early termination of this Agreement under the "Standard Terms and Conditions."

4.7. Personnel

4.7.1. Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.7.2. Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is

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acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4.8. Ownership of Documents

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

4.9. Copyright Ownership and other Intellectual Property

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 US.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with

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respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

4.9.1. Patents

If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

4.9.2. Indemnity

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnity under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.10. Approvals

Whenever Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

4.11. Cooperation

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

4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contractor or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

4.13. Reimbursement for Travel

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines . The Guidelines may be downloaded from the Internet at: http://www.cityofchicago.org/Forms. The direct link is: http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf.

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ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

This Contract is for _____.

More specifically, the Services that Consultant must provide are described in **Exhibit 1**, "Scope of Services."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

5.2. List of Key Personnel

Key Personnel are (or are listed in) _____.

5.3. Term of Performance

This Contract takes effect as of the Effective Date and continues for _____ months, unless terminated earlier or extended pursuant to the terms of this contract.

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

5.4. Contract Extension Option [Note to Specialist: Optional term, delete if not needed]

The City has the option to extend the term of this Contract for two additional _____-month terms or a single additional _____- month term beyond the _____ -month term set forth above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

Before expiration of the then current term, the Chief Procurement Officer will give the Consultant notice, in writing, that the City is exercising its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service. After notification, the Contract will be amended to reflect the term extension.

5.5. Notices

Notices to the City and Contractor will be as provided in the Standard Terms and Conditions. Notices to Contractor will be sent care of the name and to the address listed below:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
Fax: XXXXXXXXX
Attn: XXXXXXXX

5.6. Payment

5.6.1. Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

5.6.2. Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in **Exhibit 2**. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

5.6.3. Submission of Invoices

Invoices must be sent by mail to: _____, or email to: _____or as otherwise required by the Department.

Invoices for the Department of Aviation:

Chicago Department of Aviation

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

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.

Contractor must not submit invoices for less than $500 unless a particular invoice is for last payment related to closeout of services.

5.6.4. Criteria for payment

The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

5.7. Funding

The source of funds for payments under this Contract is Fund number _____. Payments under this Agreement must not exceed $_____ without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

SAMPLE

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT, WOMEN BUSINESS ENTERPRISE COMMITMENT, AND VETERAN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

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, as well as MBEs and WBEs certified by Cook County, Illinois, 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.

Pursuant to Section 2-92-955 of the Municipal Code of Chicago, the Chief Procurement Officer is authorized to establish a contract-specific participation goal to veteran-owned small local businesses certified by the City (VBEs) if the contract has an estimated value in excess of $10,000, and there are least three VBEs in each of one or more areas of specialty germane to the contract, and the contract-specific goal is not more than 1% of the contract's value.

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

MBE Percentage	WBE Percentage	VBE Percentage
_____%	_____%	_____%

(See Form "*Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract*" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This MBE and WBE 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 any combination of the foregoing.

The VBE commitment is met by the Contractor's status as a VBE, or a by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the VBE participation in such joint venture), or by subcontracting a portion of the work to one or more VBEs, or by the purchase of materials used in the performance of the contract by one or more VBEs, or by any combination of the foregoing.

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

The Contractor also may meet all or part of the MBE/WBE 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.

SAMPLE

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent MBE or WBE credit, up to a maximum of a total of 5% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

6.2. Definitions

"Area of Specialty" means the description of an MBE, WBE, or VBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE, WBE, or VBE firm's claimed specialty or expertise. Each MBE/WBE or VBE 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, WBE, and VBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE, WBE, and VBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"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" means the value of payments made to MBE, WBE, or VBE firms for work that is performed 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 Firms maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs, WBEs, and VBEs, 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 WBE, and VBE firms.

SAMPLE

"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, WBE, or VBE 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, WBE, or VBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE, WBE, or VBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm or VBE 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 or VBE 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.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement") or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority-owned Business Enterprise" or **"MBE"** means a firm awarded certification as a small, local minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as an MBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"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.

"Veteran-owned Business Enterprise" or "VBE" means a firm awarded certification as a veteran-owned small local business in accordance with the City ordinances and Regulations. It does not mean a firm that has been found to be ineligible or which has been decertified by the City.

"Women-owned Business Enterprise" or **"WBE"** means a firm awarded certification as a small, local women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a WBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

6.3. Joint Ventures

The formation of joint ventures to provide MBEs, WBEs, and VBEs 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 for MBE or WBE credit may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE. A joint venture for VBE credit may consist of any combination of VBEs and non-certified firms as long as one member is a VBE.

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

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i. The MBE, WBE, or VBE 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, WBE, or VBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;

iii. Each joint venture partner executes the bid to the City; and

iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

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

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) or VBE credit for work performed by VBE joint venture partners equal to the value of work performed by the MBE, WBE, or VBE 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, WBE, or VBE 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, WBE, or VBE 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, WBEs, and VBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

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

Where the bidder's Compliance Plan includes the participation of any MBE, WBE, or VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B form and the proposed joint venture agreement. These documents must both clearly evidence that the MBE, WBE, or VBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's, WBE's, or VBE'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, WBE's, or VBE'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, WBE, or VBE joint venture partner; and

iv. The MBE's, WBE's, or VBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE, WBE, or VBE 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,

SAMPLE

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, WBE, or VBE 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.

6.4. Counting MBE/WBE and VBE Participation Toward the Contract Specific Goals

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

Firms that are certified as both MBE and WBE, MBE and VBE, WBE and VBE, or any combination thereof may only be listed on a bidder's compliance plan as either a MBE, a WBE, or a VBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE, WBE, and VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

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

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

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

   iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first-tier subcontractor.

b. Only the value of the dollars paid to the MBE, WBE, or VBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).

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

d. If the MBE, WBE, or VBE is a manufacturer: 100% of expenditures to an MBE, WBE, or VBE 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.

SAMPLE

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

f. If the MBE, WBE, or VBE is a broker:

i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

ii. As defined above, Brokers provide no commercially useful function.

g. If the MBE, WBE, or VBE 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, WBE, or VBE 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, WBE, or VBE 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, WBEs, and VBEs; however, work subcontracted out to non-certified firms may not be counted.

h. If the MBE, WBE, or VBE subcontracts out any of its work:

i. 100% of the value of the work subcontracted to other MBEs, WBEs, or VBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

ii. 0% of the value of work that an MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) 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.

6.5. Reductions to or Waiver of MBE, WBE, and VBE Goals

The following standards are used in determining whether or not a reduction or waiver of the MBE/WBE/VBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE, WBE, and/or VBE Contract-Specific Goals 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.

SAMPLE

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/VBE 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, Women, and Veteran 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.

A bidder 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/VBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement 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.

6.5.1. Direct Participation

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

a. The bidder 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/VBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE/VBE firms;
2. A listing of all MBE/WBE/VBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE/VBE firms solicited;
    - Date and time of contact;
    - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE/VBE vendors that includes:
    - Project identification and location;
    - Classification/commodity of work items for which quotations were sought;
    - Date, item and location for acceptance of subcontractor bid proposals;

SAMPLE

- Detailed statement which summarizes direct negotiations with appropriate MBE/WBE/VBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- Affirmation that Good Faith Efforts have been demonstrated by:
    - choosing subcontracting opportunities likely to achieve MBE/WBE/VBE goals; and
    - not imposing any limiting conditions which were not mandatory for all subcontractors; and
    - providing notice of subcontracting opportunities to MBE/WBE/VBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
    - documented efforts or actual commitment to the Indirect Participation of MBE/WBE/VBE firms.

OR

b. Subcontractor participation will be deemed excessively costly when the MBE/WBE/VBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:

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

6.5.2. Assist Agency Participation in wavier/reduction requests

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/VBE 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 organizations on the City of Chicago Assist Agency List (available on the Department of Procurement Services website) when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Special Conditions 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

SAMPLE

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.

6.5.3. Impracticability
If the Chief Procurement Officer determines that a lesser MBE, WBE, and/or VBE 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.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE, WBE, and VBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE/VBE 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.

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

- MBE/WBE and VBE compliance plans demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals as set forth in Section 6.5 of these Regulations. Please note that bidders must submit Schedule C's and D's demonstrating to what extent bidder is able to meet the Contract Specific Goals even if the bidder submits a request for reduction or waiver of the Contract Specific Goals.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE, WBE, and VBE 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:

(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

SAMPLE

the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

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

(2) Letters of Certification.
A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County 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. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).
If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," 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).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE, WBE, and VBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket 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. . Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, as determined by the Chief Procurement Officer in her sole discretion, 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.

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

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

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

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

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

(2) Letters of Certification.

A copy of each proposed VBE firm's current VBE Letter of Certification from the City must be submitted with the bid/proposal. All VBE Letters of Certification issued by the City of Chicago include a statement of the VBE firm's Area of Specialty. The VBE firm's scope of work, as detailed by their Schedule C-V, must conform to their stated Area of Specialty. Letters of Certification for VBEs that the City has found to be ineligible or decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's VBE proposal includes the participation of a VBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the VBE 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 VBE; and (3) the commitment of management, supervisory and operative personnel employed by the VBE 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).

(4) Schedule D-V: Required Schedules Regarding VBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-V committing them to the utilization of each listed VBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the VBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE, WBE, and VBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each VBE firm included on their Schedule D-V. The total dollar commitment to proposed VBEs must at least equal the VBE goal. Bidders are responsible for calculating the dollar equivalent of the VBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-V must conform to those presented in the submitted Schedule C-V. Bidders shall not be permitted to add VBEs after bid opening to meet

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the Contract Specific Goals, however, contractors are encouraged to add additional VBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any VBE in order to achieve conformity between the Schedules C-V and D-V.

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

6.7. Reporting Requirements During the Term of the Contract

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

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

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

d. All subcontract agreements between the contractor and MBE/WBE/VBE firms or any first tier non-certified firm and lower tier MBE/WBE/VBE firms must contain language requiring the MBE/WBE/VBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

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

f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs, WBEs, and VBEs, 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.

6.8. Changes to Compliance Plans

6.8.1. Permissible Basis for Change Required

No changes to the MBE/WBE or VBE Compliance Plans or contractual MBE, WBE, and VBE commitments or substitution of MBE, WBE, or VBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work

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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, WBE, or VBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE, WBE, or VBE subcontractor shall be permitted only on the following basis:

- Unavailability after receipt of reasonable notice to proceed;
- Failure of performance;
- Financial incapacity;
- Refusal by the subcontractor to honor the bid or proposal price or scope;
- Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- The subcontractor's withdrawal of its bid or proposal; or
- De-certification of the subcontractor as an MBE, WBE, or VBE (graduation from the MBE/WBE or VBE program does not constitute de-certification).
- Termination of a Mentor Protégé Agreement.

6.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE, WBE, or VBE or otherwise change the Compliance Plan, the procedure will be as follows:

- The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute an MBE, WBE, or VBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE, WBE, or VBE 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.
- The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- 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, WBE, or VBE subcontractor. Documentation of a replacement MBE, WBE, or VBE, or of Good Faith Efforts, must meet the requirements in Section 6.5. If the MBE, WBE, or VBE 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, non-WBE, or non-VBE.
- If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs, WBEs, or VBEs have a fair opportunity to bid on the new scope of work.

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- 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.

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/VBE contract requirements.

6.9. 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, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE, WBE, or VBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE, WBE, or VBE 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.

Pursuant to MCC 2-92-445, 2-92-740, or 2-92-955, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. 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 MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

6.10. Arbitration

- In the event a contractor has not complied with the contractual MBE/WBE/VBE percentages in its Schedule D-1 and/or D-V, underutilization of MBEs/WBEs/VBEs shall entitle the affected MBE/WBE/VBE 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. Any disputes between the contractor and such affected MBEs/WBEs/VBEs 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/VBE in accordance with these Regulations. This provision is intended for the benefit of any MBE/WBE/VBE affected by underutilization and grants such entity specific third-party beneficiary rights. Any rights conferred by these Regulations 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 an MBE/WBE/VBE.

- An MBE/WBE/VBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative 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/VBE 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

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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/VBE 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 attorney and arbitrator fees, as damages to a prevailing MBE/WBE/VBE.
- The MBE/WBE/VBE 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.

6.11. Equal Employment Opportunity

Compliance with the requirements set forth in these Regulations will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow:

- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE/VBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform as Subcontractor, Supplier and/or Consultant
- Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier, and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization
- Schedule D-V: Compliance Plan Regarding VBE Utilization

Note: Attachment A: Assist Agencies may be found on the DPS website.

SAMPLE

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

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

(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 Minority/Women/Veteran Business Enterprise contract goals. **Due to the inability to identify an appropriate MBE/WBE/VBE 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 and VBE Programs, 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:

Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

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

Sincerely,

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Schedule B – Affidavit of MBE/WBE/VBE Joint Venture

This form need not be submitted if all venturers are MBEs, WBEs, and/or WBEs (as applicable). In such a case, however, a written joint venture agreement among the MBE, WBE, and VBE venturers must be submitted. In all proposed ventures, each MBE, WBE, and/or VBE venture 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, attach additional sheets. **In all proposed joint ventures, each MBE, WBE, and/or VBE venturer must submit a copy of its current Letter of Certification**.

I. Name of joint venture: _____

Address: _____

Telephone number of joint venture: _____

II. Email address: _____

Name of non-MBE/WBE/VBE venturer: _____

Address: _____

Telephone number: _____

Email address: _____

Contact person for matters concerning MBE/WBE/VBE compliance: _____

III. Name of MBE/WBE/VBE venturer: _____

Address: _____

Telephone number: _____

Email address: _____

Contact person for matters concerning MBE/WBE/VBE compliance: _____

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

_____

_____

_____

_____

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE, WBE, and/or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint

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venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE/VBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE/VBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE/VBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

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

MBE/WBE/VBE ownership percentage(s) _____

Non-MBE/WBE/VBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:

a. Dollar amounts of initial contribution: _____

b. Dollar amounts of anticipated on-going contributions: _____

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

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

5. Provide copies of <u>all</u> written agreements between venturers concerning this project.

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

_____

VII. Control of and Participation in the Joint Venture.

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

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A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

SAMPLE

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Employed by MBE/WBE/VBE venturer_____

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

_____

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

_____

XI. 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 that may be awarded and for initiating action under federal or state laws concerning false statements.

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

_____ _____

Name of MBE/WBE/VBE Partner Firm Name of Non-MBE/WBE/VBE Partner Firm

_____ _____

Signature of Affiant Signature of Affiant

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Name and Title of Affiant	Name and Title of Affiant
Date	Date

On this _day of_____, 20 ___ , the above-signed officers

_____,

(names of affiants)

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

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

_____

Signature of Notary Public

My Commission Expires: _____(Seal)

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

FOR NON-CONSTRUCTION PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name:_____ Specification No.:_____

From:_____
(Name of MBE/WBE Firm)

To:_____and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to 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:

_____
_____
_____

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.

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 a brief explanation, description and pay item number 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.

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

_____
(Name/Title-Please Print)

_____
(Email & Phone Number)

03/2019 Page 1 of 1

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

SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR NON-CONSTRUCTION PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name:_____

Specification No.:_____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____.
(Name of Prime Consultant/Contractor)

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 and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

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

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

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:[1] ____%

Total Participation % _____

2. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

[1] The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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:

1. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal **(Direct & Indirect)**

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal **(Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison **Officer**:

_____

(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

_____

_____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____
(Name of Prime Contractor – Print or Type)

State of:_____

_____
(Signature)

County of:_____

_____
(Name/Title of Affiant – Print or Type)

_____
(Date)

On this_____day of_____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

_____
(Notary Public Signature)

SEAL:

Commission Expires:_____

SCHEDULE C-V

VBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: _____Specification No.:_____

From:_____
(Name of VBE Firm)

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

The VBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the VBE 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:

_____
_____

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.

SUB-SUBCONTRACTING LEVELS

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

_____% of the dollar value of the VBE subcontract that will be subcontracted to non VBE contractors.

_____% of the dollar value of the VBE subcontract that will be subcontracted VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment, Women Business Enterprise Commitment, and Veteran Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor ( ) does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____ _____
(Signature of President/Owner/CEO or Authorized Agent of VBE) (Date)

_____
(Name/Title-Please Print)

_____
(Email & Phone Number)

SAMPLE

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-V WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

SCHEDULE D-V

Compliance Plan Regarding VBE Utilization

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____ .
(Name of Prime Consultant/Contractor)

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

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

I Direct Participation of VBE Firms:

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

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified VBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each VBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each VBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

2. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

SAMPLE

3. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

4. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

Add additional sheets if necessary

II. Indirect Participation of VBE Firms

NOTE: This section need not be completed if the VBE goals have been met through the direct participation outlined in Section I. If the VBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the VBE Special Conditions in a request for a waiver or reduction of VBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

VBE 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:

1. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

   Dollar Value of Participation $ _____

   Percentage of Participation % _____

2. Name of VBE: _____

   Address: _____

   Contact Person: _____

   Phone Number: _____

SAMPLE

Dollar Value of Participation $ _____

Percentage of Participation % _____

3. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation $ _____

Percentage of Participation % _____

4. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation $ _____

Percentage of Participation % _____

Add additional sheets if necessary

II. Summary of VBE Proposal

A. VBE Proposal

1. VBE Direct Participation

VBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Direct Participation		

2. VBE Indirect Participation

VBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)

SAMPLE

Total Indirect Participation		

The Prime Contractor designates the following person as its VBE Liaison Officer:

_____ _____

(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any VBE listed in this Schedule D.

Provide names of such individuals and their respective ownership percentages, and identify the VBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:_____

_____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____

(Name of Prime Contractor – Print or Type) State of:_____

_____ County of:_____

(Signature)

_____

(Name/Title of Affiant – Print or Type)

_____

(Date)

On this_____day of_____, 20_____, the above signed officer _____

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

_____

(Notary Public Signature)

SEAL:

Commission Expires:_____

SAMPLE

ARTICLE 7. INSURANCE REQUIREMENTS

[BLANK as PLACEHOLDER]

SAMPLE

ARTICLE 8. SIGNATURE PAGE

Contract Number: <<click and type number>>

Specification Number: <<click and type number>>

Contractor (Vendor) Name: <<click and type name>>

Total Amount (Value): <<click and type number>>

Fund Chargeable: <<click and type number>>

SIGNED at Chicago, Illinois:

CONTRACTOR:
<<click and type name>>

By: _____

Name: _____

Its: _____

Attest: _____

State of _____; County of _____

This instrument was acknowledged before me on _____ (date) by _____

as President (or other authorized officer) and _____ as Secretary of

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

_____ _____
Notary Public Commission Expires

CITY OF CHICAGO

By: _____
Mayor Date

_____
Comptroller Date

_____
Chief Procurement Officer Date

SAMPLE

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

SAMPLE

EXHIBIT 1: SCOPE OF SERVICES
Attach here.

SAMPLE

EXHIBIT 2: SCHEDULE OF COMPENSATION

A. Compensation Component

Contractor will be compensated for its Services based on actual costs plus a fixed fee. Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Agreement. Compensation will consist of: 1] the cost of labor; 2] the overhead and burden, including but not limited to payroll related taxes, insurance and fringe benefits; 3] certain direct costs; 4] Subcontractors; and 5] a fixed fee, as described below:

1. **Labor Costs:** Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to Contractor's and Subcontractors' employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Labor Costs for Contractor and Subcontractors by position classification are set forth in Exhibit 2. Labor Costs associated with Contractor and Subcontractor principals for administrative tasks are not reimbursable. Principals may bill for Labor Costs for non-administrative tasks directly applicable to the Services only by request and prior approval of the City.

2. **Overhead and Burden:** Overhead and burden will consist of actual indirect costs of the home and branch offices of Contractor and Subcontractors which are allowable and allocable to the Services (collectively, "Overhead"). The Overhead rates set forth in subsection (b) below will be applied to Labor Costs for purposes of invoicing.

   a. Audits:

      The City reserves the right to audit Contractor's and/or Subcontractors' Overhead rate(s) and/or any of the components of the compensation.

   b. Overhead rates:

      Subject to the limitation set forth in 2(c) below, the Overhead rate applicable to Contractor employees who perform Services in relation to this Agreement is: ######%.

      Overhead rates applicable to Subcontractors' employees are listed in Attachment B and are not permitted to exceed the Contractor's. Contractor must grant the City Overhead rates generally offered to Contractors preferred clients subject to limitations described here.

   c. Limitation on Overhead:

      The compensation due to Contractor and Subcontractors will not exceed 150% of Labor Costs. If IDOT has determined a current rate, or an audit acceptable by the City has been determined, the Contractor's and Subcontractors' overhead rate will not exceed the lessor of the rates specified.

      Contractor's and Subcontractors' Overhead rate may not exceed the lowest of (a) the rate specified above; (b) the rate determined at a later date by IDOT; or (c) the rate determined at a later date by an audit acceptable to the City. The City has the right to recapture the difference between the amount it has actually paid to Contractor and the amount it should have paid under the preceding sentence.

3. **Direct Costs:** Direct costs will consist of those costs described below which:

   - are incurred in the performance of Services under this Agreement;
   - are allowable and allocable to the project;
   - are not included in Overhead; and
   - are routinely and uniformly charged to specific projects under Contractor's accounting system (collectively, "Direct Costs").

   Any expenditure in excess of $5,000, which qualifies as a Direct Cost, will require prior approval of the Commissioner. Contractor may not break down an expenditure, which would otherwise be greater than $5,000 in order to avoid this approval requirement. Direct Costs will include the following:

   a. Drawings, Printing and Reproduction Costs. The costs of all printing, binding and reproduction related only to the production of the milestone submittals to the City.

   b. Long Distance Telephone/Telegraph and Shipping Costs. Long distance telephone calls, postage, messenger and overnight delivery costs.

SAMPLE

c. Travel and Related Expenses. Out of town travel is not anticipated under this Agreement. However, should out of town travel become necessary in the performance of the Services, Contractor must obtain prior written approval from the City for expenses related to travel into or out of the City. All such expenses must conform with the City's travel reimbursement guidelines, a copy of which is attached here in Section ####. Expenses incurred for travel in Chicago will be subject to Group I Limitations as set forth in the City's guidelines.

The City will pay current auto mileage to Contractor and/or Subcontractors for travel associated within project site visits as required by the Commissioner. The auto mileage rate within current City Policy is set forth in Section 5.13 and may be amended from time to time by the City Office of Budget & Management.

d. Equipment, Tools and Vehicles. Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Contractor's performance of the Services, provided that any such item purchased will become the property of the City and further provided that Contractor must obtain prior written approval of the City for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of $500.

e. Permits and Fees. Costs to Contractor for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Contractor may include in its Overhead cost pool).

f. Premium on overtime. To the extent that Contractor pays its employees a premium in excess of its hourly rates for overtime spent on the project, the cost of the premium will be treated as a Direct Cost which will not be included in Labor Cost and which will not be subject to application of any Overhead rate. Any such overtime must be in accordance with Contractor's policies, which are subject to prior approval by the City.

g. Miscellaneous. Any other costs or expenses incurred by Contractor as reasonable and necessary for the proper performance of the Services and allowable and directly allocable to the project. Any expenditure in excess of $1,000 will require prior approval of the Commissioner.

4. **Subcontractors.** The City will reimburse Contractor for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by Contractor in accordance with the terms and conditions of this Agreement, subject to the City's prior written approval.

The costs of Subcontractors which are reimbursable to Contractor will include the Subcontractors' Labor Costs, Overhead, fixed fee and Direct Costs and, except as otherwise provided in Attachment A to this Exhibit, are subject to those terms and limitations established for Labor Costs, Overhead and Direct Costs in this Exhibit 2. In no event is Contractor entitled to any mark-up of Subcontractor costs.

5. **Fixed Fee.** The City will pay Contractor a fixed fee ("Fixed Fee") amount as an allowance for profit to be earned in Contractor's performance of Services under this Agreement. The Fixed Fee for this project is $#######. Contractor may receive progress payments on the Fixed Fee only in such amount proportionate to the Services satisfactorily performed as of the date of the invoice. Contractor will not be entitled to receive a portion of the Fixed Fee that exceeds the percent of progress achieved by Contractor as of the date of the invoice in relation to the Services. In any event, progress payments in the aggregate on the Fixed Fee will not exceed the amount set forth above. For purposes of payment of this Fixed Fee, satisfactory completion of the Services means Contractor has provided Deliverables acceptable to the City and achieved contractual milestones timely. It will not be construed solely in terms of expenditure of Contractor's time.

6. Maximum Compensation. The maximum compensation under this Agreement may not exceed $########## "Subject to IDOT Audit.".

Fund Number: ##########

Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees to complete the Services for an amount not to exceed to maximum compensation amount. Any costs that Contractor incurs above the cap will be borne solely by the Contractor.

B. Method of Payment

SAMPLE

1. **Invoices.** Once each month, Contractor must submit to the City an invoice for Services performed during the preceding month. Contractor must support each invoice with reasonable detail including Subcontractor costs. In accordance with the terms of the Agreement, Contractor must maintain complete documentation of all costs incurred for review and audit by the City or its designated audit representative(s). Contractor must also include in its invoice a portion of the Fixed Fee as stipulated above. Contractor must submit each invoice in the format directed by the City and provide with it a progress report in a format acceptable to the City. The progress report must identify any variances from budget or schedule and explain the reasons for the variances.

2. **Payment.** Payment will be processed within 60 days after the City's approval of an acceptable invoice.

3. **Invoice Disputes.** If certain items contained in Contractor's invoices are disputed by the City, the amount not in question must be paid in full. The amount in question must be resolved in accordance with the Disputes provision of this Agreement.

SAMPLE

ATTACHMENT A

MAXIMUM HOURLY LABOR RATES

PROFESSIONAL SERVICES CONTRACTOR

Position Classification	**Maximum Hourly Rate**

SAMPLE

ATTACHMENT A (continued)

SUBCONTRACTORS

Position Classification	**Maximum Hourly Rate**

SAMPLE

ATTACHMENT B

SUBCONTRACTOR

OVERHEAD AND BURDEN RATES

AND ESTABLISHED FIXED FEES

SAMPLE

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE
Attach here.

SAMPLE

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)
Attach here.

The assumption is that the EDS forms are in hand, so you will attach the submittal pages here.

SAMPLE

EXHIBIT 5: MBE / WBE/VBE COMPLIANCE PLAN
Attach here.

The assumption is that the compliance plan is in hand, so attach them as an exhibit.

SAMPLE

EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title:_____

Specification #:_____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

(i) a statement that sexual harassment is illegal in Chicago;

(ii) the following definition of sexual harassment: "'Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.";

(iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;

(iv) Examples of prohibited conduct that constitute sexual harassment;

(v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and

(vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.
Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

_____

(Signature of Notary Public) (Seal)

SAMPLE

CITY OF CHICAGO

194 PEA ZONES & 50 WARDS

● PEA OFFICES

RED - ZONES
BLUE - WARDS