Request for Qualification Solicitation #68287 (RFQ)

Specification No. 1328065 - PROFESSIONAL ENGINEERING CONSULTING SERVICES MISCELLANEOUS HYDROLOGIC AND HYDRAULIC STUDIES

Specification Number:1328065

Required for use by: DEPARTMENT OF WATER MANAGEMENT

Bid/Proposal Submittal Date and Time: 12:18 PM Central Time, 13-AUG-2026

Deadline for Questions: 03:00 PM Central Time, 30-JUN-2026
Buyer: WILLINGHAM, ANTONIO
Email Address: Antonio.Willingham@cityofchicago.org
Phone Number: 312-744-8214
Pre-Solicitation Conference Date and Time: 11:00 AM Central Time, 23-JUN-2026
Pre-Solicitation Conference Location: 2 N. LaSalle St., Chicago, IL 60602, 2N_Mezzanine Conference Center_M-05 Home Life
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**

Table of Contents

1 Header Information....3
1.1 General Information....3
1.2 Terms....3
1.3 Requirements....3
1.4 Attachments....5
1.5 Response Rules....5
2 Price Schedule....6
2.1 Line Information....6
2.2 Line Details....6
2.2.1 Line 1....6

1 Header Information

1.1 General Information

Title	**PROFESSIONAL ENGINEERING CONSULTING SERVICES MISCELLANEOUS HYDROLOGIC AND HYDRA**		
Description	**Specification No. 1328065 - PROFESSIONAL ENGINEERING CONSULTING SERVICES MISCELLANEOUS HYDROLOGIC AND HYDRAULIC STUDIES**		
Preview Date	**17-JUN-2026 12:04:56**	Open Date	**17-JUN-2026 12:04:56**
Close Date	**12:18 PM Central Time, 13-AUG-2026**	Award Date	**Not Specified**
Time Zone	**Central Time**	Buyer	**WILLINGHAM, ANTONIO**
Quote Style	**Sealed**	Email	**Antonio.Willingham@cityofchicago.org**
Event	**Request for Qualification**	Outcome	**Blanket Purchase Agreement**

1.2 Terms

Effective Start Date	**Not Specified**	Effective End Date	**Not Specified**
Ship-To Address	**035-2005 DEPARTMENT OF PROCUREMENT SERV 50 W WASHINGTON Chicago, IL 60601 United States**	Bill-To Address	**035-2005 DEPARTMENT OF PROCUREMENT SERV 50 W WASHINGTON Chicago, IL 60601 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>
FUNDING SOURCE: CITY FUNDED ..... Type **No Response Required**
CONTRACT SPECIFIC GOALS: MBE 26% WBE 5% ..... Type **No Response Required**
DPS UNIT: DESIGN AND CONSTRUCTION ..... Type **No Response Required**
CONTRACT TERM: NUMBER MONTHS: 36 ..... Type **No Response Required**
PRE-SUBMITTAL CONFERENCE: NOT MANDATORY BUT STRONGLY ENCOURAGED. **June 23, 2026,** at **11:00 a.m.,** Central Time via **in person meeting at: 2N_Mezzanine Conference Center_M-05_Home Life Insurance Building; 2 N. LaSalle St, Chicago, IL 60602.** ..... 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)

<B>KEY RFP/RFQ PARAMETERS</B>
.....
Circle one from the response values below: YES NO
<B>PRICE SCHEDULE (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
ACCEPTANCE OF MASTER CONSULTING AGREEMENT TERMS (TASK ORDER RFQ) ..... 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 - KEY PERSONNEL/RESUMES ..... Circle one from the response values below: YES NO
ORGANIZATION CHART ..... Circle one from the response values below: YES NO
MBE/WBE COMPLIANCE PLAN (SCHEDULE D, SCHEDULE C & CERTIFICATION LETTERS) .....

<B>REQUIRED CONTENT OF SUBMITTAL /PROPOSAL (Please attach documents)</B>
Circle one from the response values below: YES NO
LETTER OF COMMITMENT TO MEET MBE AND WBE GOALS (TASK ORDER RFQ) ..... Provide your answer below
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

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 00 - APPENDIX 1	File	ATTACHMENT 00 - APPENDIX 1
ATTACHMENT 01 - RFQ	File	ATTACHMENT 01 - RFQ

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 Professional Engineering Consulting Services: Miscellaneous Hydrologic & Hydraulic Studies Engineering/Req. 675633		1	USD		

2.2 Line Details

2.2.1 Line 1 Professional Engineering Consulting Services: Miscellaneous Hydrologic & Hydraulic Studies Engineering/Req.675633

Category **91842.**
Shopping Category **Not Specified**
Minimum Release Amount (USD) **Not Specified**
Estimated Total Amount (USD) **0.00**
Start Price (USD) **Not Specified**
Target Price (USD) **Not Specified**

APPENDIX 1

ePROCUREMENT

This is an eProcurement Request for Qualifications (“RFQ”). 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 RFQ 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 BIDS."

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 RFQ 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 RFQ 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 RFQ solicitation.

3. Questions Regarding the RFQ Documents; Respondent Inquiry Deadline

All inquiries regarding the RFQ 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 RFQ 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 RFQ 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 RFQ 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 RQP 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.

REQUEST FOR QUALIFICATIONS ("RFQ") FOR

PROFESSIONAL ENGINEERING CONSULTING SERVICES MISCELLANEOUS HYDROLOGIC AND HYDRAULIC STUDIES
Specification No. 1328065
RFQ # 68287

Required for use by:
CITY OF CHICAGO
DEPARTMENT OF WATER MANAGEMENT

This RFQ 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 D. Roberts, Chief Procurement Officer
Attention: Tony Willingham Senior Procurement Specialist
Department of Procurement Services
121 North LaSalle Street, Suite 806
Chicago, Illinois 60602
Antonio.Willingham@cityofchicago.org

Pre-Submittal Meeting will be held on June 23, 2026 @ 11:00 AM Central Time.
Pre-Registration must be arranged in advance of the scheduled Pre- Submittal Meeting.
Attendance at the pre-submittal meeting is not mandatory but strongly encouraged.

SUBMITTALS MUST BE RECEIVED NO LATER THAN 3:00 P.M., CENTRAL TIME, ON AUGUST 13, 2026

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

TABLE OF CONTENTS

TABLE OF CONTENTS

I. GENERAL INFORMATION 5

A. INTRODUCTION 5

B. INVITATION 5

C. INTERNET ACCESS TO THIS RFQ 6

D. DEFINITIONS 6

E. Contract Term 7

II. SUBMITTAL INFORMATION 7

A. Communications Between the City of Chicago and Respondents 7

B. Pre-Submittal Conference 8

C. Deadline and Procedures for Submitting Submittals 8

D. RFQ Information Resources 8

E. Procurement Timetable 9

F. Transparency Website: Trade Secrets 9

G. False Statements 10

H. Protests 11

I. Task Order Requests/Work Order Requests 11

J. Terms of Services 12

K. Description of Services 12

A broad description of the Services that the City seeks to acquire are described in the Scope of Services, which is attached to this agreement as Exhibit 1. 12

L. Insurance Coverage 12

M. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code) 12

N. Clarifications and Addenda 12

O. City's Rights to Reject Submittals 13

P. No Liability for Costs 13

Q. Prohibition on Certain Contributions - Mayoral Executive Order No. 2011-4 13

R. No Guarantee of Awarded Work....14

S. Date, Time and Place....14

III. SOLICITATION NOTICE....14

IV. SUBMITTAL REQUIREMENTS....15

A. Submittal Items....15

10. Sexual Harassment Policy Affidavit....18

B. Submittal Format....19

V. EVALUATION PROCESS....19

A. EVALUATING SUBMITTALS....20

B. EVALUATION CRITERIA....21

VI. SELECTION PROCESS....23

7. Technical Difficulties....25

TABLE OF EXHIBITS

Appendix 1	eProcurement
Exhibit 1	Scope of Services
Exhibit 2	Economic Disclosure Statement Affidavit and Attachment A
Exhibit 3	Special Conditions Regarding Minority, Women, and Veteran- Owned Business Enterprise (MBE/WBE/VBE) Commitment for Commodities and for Task Order Services, including: 1. Attachment B: Sample Letter to Assist Agencies 2. Schedule B: Affidavit of Joint Venture (MBE/WBE) 3. Schedule C-3: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant 4. Schedule D-3: Affidavit of M/WBE Goal Implementation Plan 5. Schedule C-V-3: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier or Consultant 6. Schedule D-V-3: Compliance Plan Regarding VBE Utilization
Exhibit 4	Insurance Requirements
Exhibit 5	Sexual Harassment Policy Affidavit (Section 2-92-612)
Exhibit 6	Affidavit of Uncompleted Work
Exhibit 7	Sample City Terms and Conditions

REQUEST FOR QUALIFICATIONS ("RFQ")

for

PROFESSIONAL ENGINEERING CONSULTING SERVICES MISCELLANEOUS HYDROLOGIC AND HYDRAULIC STUDIES

Specification No. 1328065

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Chicago ("City"), acting through its Chicago Department of Water Management ("CDWM"), seeks responses from Engineering Professionals ("Respondents") to provide Professional Engineering Consulting Services Miscellaneous Hydrologic and Hydraulic Studies and related services ("Services") as describe in this RFQ. Selected Respondents will enter into non-specific Task Order driven, Depending Upon Requirements ("DUR"), term agreements.

"Respondent(s)" means the entities that submit a response to this Request for Qualifications ("RFQ"). The Respondent(s) awarded an Agreement pursuant to this RFQ, if any, are sometimes referred to herein as "Consultant(s)." "Agreement" refers to an Agreement awarded to a Contractor, as defined in Exhibit 7 herein.

The CDWM is responsible for the transport and delivery of wastewater and storm water through approximately 4,500 miles of gravity sewer mains and tunnels to Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") facilities. In addition, CDWM maintains over 355,000 related structures including catch basins and manholes to support efforts to safeguard the city's drinking water and properly dispose of waste. MWRDGC is responsible for treating all the effluent that is conveyed to their facilities by the CDWM sewer system.

The Services contemplated are professional in nature. It is understood that the selected Respondent(s) acting as an individual, partnership, corporation or other legal entity, will be of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Respondent(s) will be confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City.

The Respondent(s) must be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the Services required under this RFQ document.

The City reserves the right, after advertisement of the RFQ, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Submittals, 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 Submittals from the Respondents based upon the revised Scope of Services.

B. INVITATION

The City of Chicago invites the submission of responses for this RFQ for Professional Engineering Consulting Services Miscellaneous Hydrologic and Hydraulic Studies.

If your firm has demonstrated experience in Professional Engineering Consulting Services Miscellaneous Hydrologic and Hydraulic Studies, as further described in the Scope of Services, and you are interested in making your Services available to the City of Chicago, you are invited to respond to this RFQ.

C. INTERNET ACCESS TO THIS RFQ

All materials related to the RFQ may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL:

https://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/current_bid_opportunities.html

Click on "**eProcurement Bid Opportunities** " page. In order to receive notice of clarifications and addenda, Respondents must login to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer.

RFQ 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 https://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 retrieving all RFQ materials from eProcurement. The City accepts no responsibility for the timely receipt of materials or for alerting Respondents on posting to the DPS website information related to this RFQ in eProcurement.

Respondent must read Appendix I eProcurement for more details regarding electronic access to RFQ abstract and documents to be submitted electronically and uploaded as attachments to your proposed submission.

D. 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 an official revision of the Submittal Documents issued by the Chief Procurement Officer prior to the due date for submitting proposals.

"Agreement" means the City of Chicago's Sample Master Task Order Contract, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFQ in Exhibit 7.

"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.

"Commissioner" means the Chief executive of the City of Chicago Department of Water Management and any representative authorized in writing to act on the City Commissioner's behalf.

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

"Contractor" or **"Consultant"** means the Respondent awarded a contract pursuant to this RFQ process.

"Department" or "CDWM" means the City of Chicago Department of Water Management.

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

"eProcurement" refers to the City's computer system utilized for comprehensive electronic procurement.

"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.

"Master Task Order Contract" means the task-order based agreement awarded pursuant to this RFQ under which Task Orders are issued.

"Online Discussion" refers to feature in the City's eProcurement's system that allows for communication between the Contractor and the City.

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

"Respondent" means the primary entity which submits a Submittal in response to this RFQ and may include subcontractors or other team members.

"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 Contractor from this RFQ.

"Task Order Request" (TOR) means the solicitation document issued by a user department for a specific task or tasks pertaining to the scope of services required by the Department during the term of the Agreement. The Contractors will respond to the Department's TOR by submitting a complete Task Order proposal for the Department's review and approval.

"Task Order" means the individual project defined by the Department within the scope of the MCA and awarded to the selected Respondent based on their Task Order proposal in response to a Task Order Request.

E. Contract Term

Any contract awarded pursuant to this RFQ shall be for a base contract period of five (5) years. The City may, in its sole discretion, elect to extend the Agreement for up to two (2) additional periods of one (1) year each.

II. SUBMITTAL INFORMATION

A. Communications Between the City of Chicago and Respondents

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be sent through an Online Discussion through iSupplier and must be received no later than 4:00 p.m. Central Time, on June 30, 2026. Respondents are encouraged, but not required, to submit questions.

All questions and requests for clarification must be submitted via Online Discussion on iSupplier. The subject line of the Online Discussion must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFQ and are "Not a Submittal" and must refer to "Request for Qualifications ("RFQ") Professional Engineering Consulting Services Miscellaneous Hydrologic and Hydraulic Studies Title and Specification # 1328065."

No telephone calls will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFQ process.

The City of Chicago, Directory of Certified Minority Business Enterprises and Women Business Enterprises and Disadvantaged Business Enterprises is available at the following online at the following address: https://chicago.mwdbe.com/?TN=chicago.

B. Pre-Submittal Conference

The Pre-submittal Conference will be conducted in Person. All interested attendees must register in advance of the Pre-Submittal Conference. Same day registration is not allowed. Pre-Registration must be arranged in advance of the scheduled June 23, 2026 Pre-Submittal Conference.

Attendees must send an e-mail to Tony Willingham, Antonio.Willingham@cityofchicago.org. E-mail Subject line must read: Professional Engineering Consulting Services Miscellaneous Hydrologic and Hydraulic Studies Conference. Registered Attendees will receive e-mail confirmation.

The City will answer questions and clarify the terms of the RFQ at the Pre-Submittal 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 conference. Anything stated at this Pre-Submittal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

C. Deadline and Procedures for Submitting Submittals

1. To be assured of consideration, Submittals must be submitted electronically to the Department of Procurement Services no later than 3:00 P.M. Central Time on, August 13, 2026. Respondents must submit all required information by uploading as attachments to the electronic RFQ submission in iSupplier. ***iSupplier vendor portal registration is required.*** **Allow three (3) business days to complete registration.**

2. Late Submittals cannot be submitted in eProcurement. Failure to submit responses in eProcurement by the deadline may be subject to rejection by the CPO. It is the Respondent's sole responsibility to ensure that its Submittal is received in eProcurement on the submission due date on time.

3. The CPO may, but is not obligated to, accept Submittals that are not received by the date and time set forth above. The CPO reserves the exclusive right to reject any submittal that deviates from the submittal requirements and is empowered to determine whether to accept or return late Submittals.

D. RFQ Information Resources

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

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

E. Procurement Timetable

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

Key Activity	Target Date
City Issues RFQ	**June 16, 2026**
Pre-Submittal Conference [Attendance is strongly encouraged]	**June 23, 2026**
Post-Conference Questions Due	**June 30, 2026**
Submittal Due	**August 13, 2026**

F. Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Submittals, 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 negotiation of a Contract or other Agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of the Submittal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

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

1. Mark the cover page as follows: "This Submittal 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 RFQ."
3. **Upload with your Submittal a redacted copy of the entire Submittal or Submission as one .pdf format file for posting on the City's website. Respondent is responsible for properly and adequately redacting any data which Respondent desires 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. Failure to provide a redacted copy may result in the posting of an un-redacted copy.**

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

All Submittals 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.

G. False Statements

1. 1-21-010 False Statements

(a) 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 makes a false statement of material fact to the City in connection with any 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 $10,000.00, 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 Code.

(b) Any person who signs, certifies, attests, submits or otherwise provides assurances to the city, or causes any other person to sign, certify, attest, submit or otherwise provide assurances to the city, that a statement of material fact made in connection with any application, report, affidavit, oath, attestation or other document submitted to the city is accurate, true or complete, shall make a reasonable investigation to determine the accuracy, truthfulness or completeness of such statement of material fact.

(c) When any person signs, certifies, attests, submits or otherwise provides assurances to the city, or causes any other person to sign, certify, attest, submit or otherwise provide assurances to the city, that a statement of material fact made in connection with any application, report, affidavit, oath, attestation or other document submitted to the city is accurate, true or complete, and that statement of material fact is not accurate, true or complete, a rebuttable presumption shall be created that such person has not made a reasonable investigation to determine the accuracy, truthfulness or completeness of such statement of material fact.

(d) For the purposes of Chapter 1-21 of this Code, a person knowingly makes a false statement of material fact when that person (i) makes a statement of material fact with actual knowledge that the statement was false, or (ii) makes a statement of material fact with knowledge of facts or information that would cause a reasonable person to be aware that the statement was false when it was made, or (iii) signs, certifies, attests, submits or otherwise provides assurances, or causes any other person to sign, certify, attest, submit or otherwise provide assurances, that a statement of material fact is true or accurate in deliberate ignorance or reckless disregard of the truth or falsity of the statement. For purposes of this section, a person who fails to make a reasonable investigation to determine the accuracy, truthfulness or completeness of any material fact acts in deliberate ignorance or reckless disregard of the truth or falsity of the material fact.

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.

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.

Any false statement(s) made by the Respondent(s) will void the response and eliminate the Respondent(s) from further consideration.

H. 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.

I. Task Order Requests/Work Order Requests

From time to time the Commissioner and the CPO may issue Task Order Requests which are within the scope of the awarded Master Task Order Contract. Task Order Requests (TOR), if any, will set forth the project for which services are to be performed pursuant to the proposed Task Order and a desired completion date. Contractor must respond by proposing a work plan, time schedule, budget, deliverables, list of key personnel, and MBE/WBE/VBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Master Task Order Contract. Contractor must not respond to any TOR not approved in writing by the Commissioner and the Chief Procurement Officer or designee and/or not within the scope of service for the category awarded in the Master Task Order Contract. Costs associated with the preparation of Task Order Proposals are not compensable under the Master Task Order Contract and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of the Master Task Order Contract with respect to that specific project. By accepting a Task Order proposal in response to a particular Task Order Request, the Master Task Order Contract will be deemed to have been amended to include such special conditions pursuant to amendment provision in the Master Task Order Contract, but with respect to that project only. The Contractor will not respond to Task Order Requests which are not within the scope of the Master Task Order Contract.

Following Contractor's submission of a Task Order proposal in response to the TOR, the Commissioner and the Chief Procurement Officer will review the Task Order proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Contractor regarding the scope or fee of the project and the project completion date. If the City and the Contractor negotiate the scope or fee of the project and the project completion date, the Contractor must submit a signed, revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Master Task Order Contract, at law or in equity), to Contractor for any Services provided by Contractor pursuant to a Task Order, or otherwise.

The Contractor acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Contractor; that the level of services requested may vary by project; and that the City has entered into similar agreements with other Contractors and, in the CPO's sole discretion, the City

may issue a Task Order Request to only one Contractor or may issue the same Task Order Request to more than one Contractor in order to obtain competitive proposals.

Task Order Proposals

The Contractor shall respond to a Task Order Request by submitting a Task Order proposal to the Department which describes the Contractor's approach and plan for performing those services and contains a time schedule for completion of services, deliverables to be provided and a schedule for delivery, a staffing schedule, a cost proposal, and MBE/WBE/VBE utilization all of which conform to the terms of the Task Order Request and the terms and conditions of the Master Task Order Contract. Task Order proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Task Order proposals will not be a reimbursable cost under the Agreement.

Task Order proposals satisfactory to the Commissioner must be signed on behalf of the City by the CPO before binding the City and Contractor. The City's acceptance will be demonstrated by a Notice-to-Proceed issued by the Department. The Contractor will not commence services, and the City will not be liable for any costs incurred by or payments to the Contractor, without a Notice-to-Proceed so executed.

The Contractor acknowledges and agrees that the City either may select from among those proposals submitted in response to a Task Order Request that Task Order proposal which is in the best interests of the City or may reject any and all Task Order proposals submitted in response to a Task Order Request. The Contractor further acknowledges and agrees that the Master Task Order Contract

J. Description of Services

A broad description of the Services that the City seeks to acquire are described in the Scope of Services, which is attached to this agreement as Exhibit 1.

K. Insurance Coverage

Prior to the award of a Contract, the successful Respondent will be required to provide the City with proof of the insurance coverage specified in this RFQ in Exhibit 4.

L. 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 5 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.

M. Clarifications and Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, the City will send an online-discussion notification to prospective Respondents who have indicated intent to propose in this RFQ 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 RFQ 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 Submittal.

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 RFQ solicitation.

Each addendum is incorporated as part of the RFQ documents, and the prospective Respondent should acknowledge receipt. 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 RFQ 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-Submittal 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 II herein.

N. City's Rights to Reject Submittals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Submittals that do not conform to the requirements set forth in this RFQ; or that do not contain at least the information required by this RFQ. If no Respondent is selected through this RFQ 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 RFQ or as may otherwise be so required.

O. 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 RFQ process, including but not limited to costs associated with preparing the Submittal and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

P. 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 (Respondent 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.

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 submittal.

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.

Q. No Guarantee of Awarded Work

If a Respondent is selected and an agreement is fully executed, the City of Chicago does not guarantee that any work will be awarded. Responses to Task Order Requests submitted by pre-qualified Respondents in the pool will undergo an evaluation and selection process for each Task Order Request. Pre-qualified Respondents must respond to Task Order Request and undergo the evaluation and selection process to be eligible for awarded work.

R. Date, Time and Place

Submittals 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 RFQ Documents, or any addendum issued by the City to change such Submittals Due Date. No Submittals will be accepted after the Submittals Due Date. The time of the receipt of the Submittals will be determined solely by the "Time of Quote" generated by the iSupplier system.

III. SOLICITATION NOTICE

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 a response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

IV. SUBMITTAL REQUIREMENTS

Submittal content must be clear, concise and well organized. Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFQ. Respondents are advised to adhere to the submittal requirements of the RFQ. Failure to comply with the instructions of this RFQ may be cause for rejection of the non-compliant Submittal. Respondent must provide information in the appropriate areas throughout the RFQ. By submitting a response to this RFQ, you are acknowledging that if your Submittal is accepted by the City, your Submittal, or any parts of the Submittal, may become part of the Agreement.

A. Submittal Items

At a minimum, the Submittal must include the following items:

1. Cover Letter
A statement must be signed by an authorized representative of the firm committing to provide the Services as described in this RFQ. The cover letter must provide the contact person for this RFQ, their phone number and email address.

2. Acceptance of City Terms and Conditions

The City will require the selected Respondent to accept the terms and conditions as detailed in the Master Task Order Contract, attached to this RFQ as Exhibit 7. Respondents may not take exception to these terms and conditions. Respondent must submit a letter addressed to the CPO with a statement accepting the City's terms and conditions to be adhered to during the Contract term, if awarded a Master Task Order Contract.

The City does not anticipate negotiation of any of its terms and conditions but reserves the right to modify them at its discretion and make such edits available to all companies being awarded Master Task Order Contracts. All selected Respondents will receive a final Master Task Order Contract, to be executed based on the sample Master Task Order Contract attached as Exhibit 7.

This is necessary to ensure that all selected Respondents submitting proposals in response to Task Order Requests, issued by City Departments, will be governed by like terms and conditions for consistency. **Respondent's failure to indicate acceptance of the terms in the Master Task Order Contract will result in rejection of its Submittal.**

3. Executive Summary
A brief narrative must delineate the general understanding of the scope and expected duties and the approach/methodology that the Respondent is proposing to complete the required Services. Please include information detailing relevant past projects of comparable size, scope, and magnitude where the proposed approach/methodology were successfully implemented. A minimum of two (2) reference projects is required.

4. Key Personnel & Company Experience

- Identify the project manager, hydraulic engineers, hydraulic modelers and any other key personnel committed to provide the Services within the proposed schedule. Define their role and areas of responsibility/activities. Include resumes, qualifications, and experience of key personnel that Respondent proposes for performance of the Services.

- Provide a key past project demonstrating the firm's experience related to the scope of services to demonstrate expertise the in City's combined sewer system or other municipal sewer infrastructure and expertise in utilizing infoworks ICM software or other hydraulic modeling software. Include a detailed description of the project and clearly define the role and specific responsibilities performed by the firm and key personnel (e.g., scope led, decisions made, analyses performed, deliverables produced).

- Provide a key past project the firm has experience with that explains and details the role of the firm specifically performed related to the scope of services to demonstrate expertise in performing sewer investigations toward the analysis of sewer system. (e.g., scope led, decisions made, analyses performed, deliverables produced).

- Provide a key past project the firm has experience with that explains and details the role which the firm specifically performed that are related to the scope of services to demonstrate expertise in developing capital improvement projects for sewer infrastructure improvement. (e.g., scope led, decisions made, analyses performed, deliverables produced).

- Provide an example deliverable from a key past project the firm has experience with that explains and details a capital improvement project proposal for sewer infrastructure improvement.

5. Organizational Chart

Respondent shall provide an organizational chart the demonstrates the firms and key personnel form those firms that will be performing on this project. Both the prime contractor and subcontractors should be listed in the organizational chart.

6. Commitment to meet MBE/WBE/VBE goals.

Provide a plan delineating the various anticipated categories and/or disciplines of work/services to be provided by MBE/WBE/VBE firms. Provide the names and qualifications for the prospective MBE/WBE/VBE firms that you plan to use to fulfill the minimum participation goals of **26% MBE, 5% WBE, and 1% VBE f**or the project. Respondents are required to provide a written statement of their commitment to meet the MBE, WBE and/or VBE requirements and submit an MBE/WBE/VBE compliance plan or demonstrate that you have made Good Faith Efforts to meet the minimum participation goals.

7. Economic Disclosure Statement and Affidavit ("EDS"), Online EDS Acknowledgement

Respondent shall complete an Economic Disclosure Statement and Affidavit and, Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code

of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall upload a copy of two documents with their Submittal:**

a) Certificate of Filing printed from system, and

b) Copy of the executed online EDS Acknowledgement form.

The Respondent submitting as the prime contractor must submit the above referenced EDS documents with its Submittal. Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

8. Legal Actions

Respondent must provide a listing and a brief description of all 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:

a) A debtor in bankruptcy; or

b) 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

c) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or

d) A defendant in any criminal action; or

e) 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

f) A principal of a bond for which a surety has provided contract performance or compensation to an oblige' of the bond due to deficient performance under a Contract or in violation if a statute or related to service reliability; or

g) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

9. Insurance

Respondent should include a statement on company letter head that they can comply with the City's Insurance Requirements, which are attached to this RFQ as **Exhibit 4**. Prior to Contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified herein.

Respondent, if selected, shall register with the City's online insurance certificate portal. Respondent shall provide a current and valid email address for both the contractor and the contractor's insurance agent or provider. The Selected Respondent is responsible for ensuring the submission of a certificate of insurance (COI) through the City's online insurance certificate portal prior to award of a contract.

A Respondent selected for contract negotiation and award who fails to fulfill the requirement to register and submit a COI through the City's online insurance certificate portal may be deemed nonresponsive and the City may choose to instead engage a different Respondent for contract negotiation. If a Respondent is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to contract award, the City may accept a paper COI provided that written justification is provided explaining the Respondent's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed. Instructions for registering and submitting COIs are available at the following URL: http://www.cityofchicago.org/COI.

10. Sexual Harassment Policy Affidavit

Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the **"Sexual Harassment Policy Affidavit" Exhibit 5 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.

11. Capacity to Perform City Project

Respondent must describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's project. Refer to **Exhibit 6, Affidavit of Uncompleted Work**. Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. A description of what percentage of the work will be subcontracted should be provided.

12. Financial Capacity

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. Upload into your Submittals submission, one (1) complete copy of the requested financial statements marked and separated by Year for the period requested. The City will not accept web links.

Respondents are required to provide a financial statement in sufficient detail for the City to assess its financial condition as part of their Submittals submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Submittals response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/ expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

13. Disclosure of Conflicts of Interest

The City expects that the Respondent will not have any conflicts of interest including, but not limited to, any conflicts based on Respondent's participation in other City contracts. Therefore, Respondent should include in its Submittal a description of any actual or potential conflict(s) of interest. If there are no conflicts of interest to report, Respondent shall indicate that there are no conflicts of interest in the Submittal.

B. Submittal Format

At minimum, the Submittal should be attached in eProcurement as follows:

The Respondent's Submittal must be submitted as a word searchable pdf. This includes one complete Submittal that bears the original signature of an authorized officer of the business entity on all documents requiring a signature, including the Respondent's response to the RFQ.

(i) All Submittals must be submitted in eProcurement.

Combining multiple PDF attachments is strongly encouraged in order to minimize the number of uploaded attachments. **Files cannot be password protected.**

Important Note: Each attachment should be less than 100 megabytes.

(ii) Submittal Format.

Below is an example of how responses to this RFQ should be submitted. To the extent applicable additional properly labeled documents may be uploaded in eProcurement.

#		FILE CONTENTS	FILE NAME
1.	Submittals	The file for submittal must contain all submittal requirements identified in **Section IV.A. SUBMITTAL REQUIREMENTS (Except Financials)**	Spec#_Company Name_Submittal
2.	Financials	Submit the financial capacity of the Respondent/financial statement as required in **Section IV.A.12. SUBMITTAL REQUIREMENTS- FINANCIALS.**	Spec#_Company_Name_Financials
3.	Redacted Submittal	Upload the redacted copy to the e-procurement system, the redacted copy must be **the entire Proposal or Submission as one .pdf format file for posting on the City's website."** Any private and/or sensitive information may be redacted from the proposal or submittal as required in **Section II.B.F. SUBMITTAL REQUIREMENTS**.	Spec#_Company_Name_Redacted

V. EVALUATION PROCESS

The Department of Procurement Services and an Evaluation Committee ("EC"), which will include the representatives from the Department of Water Management, the Department of Procurement Services and may include representatives of other departments of the City will review and evaluate the Submittals, as described below.

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 RFQ. If an EC member believes a Conflict of Interest exists, they should immediately notify DPS and recuse themselves from all procurement decisions.

In evaluating Submittals, during Phase I, the Department of Procurement Services will first consider the completeness and responsiveness of the Respondent's Submittal. After Phase I, any Submittals that pass the criteria in Phase I will then move to the EC for further evaluation.

The evaluation process is organized into three (3) parts:

- Phase I – Preliminary Assessment,
- Phase II – Evaluation, and
- Phase III - Oral Presentation (if necessary).

The EC will consider any information regarding Respondent, including information contained in Respondent's Submittal response, 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 this procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFQ or any services related to this RFQ, such Respondent may be disqualified from further consideration.

A. EVALUATING SUBMITTALS

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Response or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Submittal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Submittal responses as it deems necessary.

1. Phase I - Preliminary Assessment

Phase I will be completed by DPS and involves an assessment of the Respondents compliance with, and adherence to all Submittal Requirements under Section IV. Submittal Requirements.

Incomplete and/or missing key components necessary to fully evaluate the response may, at the discretion of DPS, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

As part of this evaluation, DPS will determine whether Respondents have passed or failed any evaluation criteria designated as pass/fail. These criteria include, but are not limited to, the following: compliance with MBE/WBE/VBE goal requirements, Economic Disclosure Statement and Affidavit, Conflicts of Interest, Financials, and Legal Actions.

2. Phase II – Evaluation

Phase II will be a review of the written technical submittals in accordance with the criteria listed below under section "VI. B. EVALUATION CRITERIA." Each criterion below in Section B, Evaluation Criteria are weighted as described below and graded on a scale of 0 to 5. The most qualified Respondent will have the highest score summing all four criteria listed below.

The rating scale will be as follows:

RATING SCALE

0= Requirement Not Met	1 –2= Not Qualified	3 –4 = Qualified	5 =Highly Qualified

Phase III - Oral Presentation

After the EC completes its review of Submittals in Phase II, it may submit to the Commissioner and Chief Procurement Officer a recommend short list of Respondents to enter Phase III, or the EC may forego Phase III and submit a recommendation to select one or more Respondents, or a recommendation to reject any and all Submittals. If Phase III is pursued, oral presentation interviews will be required of the most highly qualified Respondents (shortlisted Respondents) following submission and evaluation of all of the received submittals. For oral presentations/interviews, all shortlisted Respondents will be notified in writing of the date, time and place. Each short- listed Respondent will be given the same limits, as well as a series of questions related to their proposal and/or topics to address to prepare a written response in advance of the meeting. Afterwards, the Evaluation Committee will proceed with the Selection process described below in Section VI. Selection Process.

B. EVALUATION CRITERIA

The City will review the Respondent's Statement of Qualifications using Criteria 1-8 below to develop a shortlist of candidates. Criteria 1-8 will also be considered in determining the most qualified highest rated and ranked) vendor.

All criterion marked pass/fail are graded either pass or fail.

1. **Professional Experience (40%)**
Submittals will be evaluated for demonstrated success on comparable projects. Similar services that are required are described in Exhibit 1, Scope of Services related to submittal requirements Section A.4. Further, the Evaluation Committee will consider whether Respondent has worked for municipal clients or public agencies on similar projects.

2. **Technical and Professional Competence (25%)**
Respondent's key personnel professional qualifications, licenses and certifications, resources, and specialized experience related to the scope of services per Exhibit 1 related to submittal requirements Section A.4.

3. **Project Understanding and Approach (25%)**
Assessment of the Respondent's understanding of the scope of services, proposed technical approach, and the expertise and resources necessary to support effective decision-making and project control. Firms with significant experience and knowledge of all components of the Services required per Exhibit 1, Scope of Services of this RFQ will score higher on this criterion related to submittal requirements Section A.3.

4. **Completeness and Comprehensiveness of Respondent's Submittal (10%)**
Evaluate the overall completeness, organization, and internal consistency of the proposal in addressing the technical requirements and scope of services. The proposal should demonstrate thoroughness, attention to detail, and alignment across all submitted materials. This includes, but is not limited to:
   - Inclusion of a complete organizational chart with all key personnel identified.
   - Submission of resumes for all personnel referenced in the proposal.
   - Consistency between identified roles (e.g., Project Manager, technical leads) and supporting documentation such as the org chart and resumes.
   - Inclusion of referenced past project experience with sufficient supporting detail.

- Alignment between stated qualifications (e.g., experience with hydraulic modeling software) and documented experience within resumes.
- Overall clarity, grammar, and professionalism of the proposal.
- Assessment of the Respondent's comprehensiveness and in relations to the full understanding of the scope of services including, project understanding, relevant personnel, relevant past experiences.

3. **Legal Actions (Pass/Fail)**
   DPS 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.

4. **Financial Capacity (Pass/Fail)**
   Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. Upload into your Statement of Qualifications one (1) complete copy of the requested financial statements marked and separated by year for the period requested. The City will not accept a web link.

   Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their Statement of Qualifications submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

   If Respondent is unable to provide audited financial statements, Respondent shall state the reasons in its Statement of Qualifications and provide financial documentation in sufficient detail to enable the City to assess the financial condition of its company.

   Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/ expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

5. **Conflict of Interest Evaluations (Pass/Fail)**
   DPS will consider any information regarding Respondent, including information contained in Respondent's Submittal, 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 RFQ or any services related to this RFQ, such Respondent may be disqualified from further consideration.

6. **Commitment to meet Compliance Participation Goals (Pass/Fail)**
   Respondent must commit to meeting the MBE/WBE/VBE compliance goals.

7. **Insurance (Pass/Fail)**
   Respondent must be able to comply with the City's insurance requirements should a contract be awarded pursuant to this RFQ. DPS will consider Respondent's evidence of insurance or a statement of compliance with insurance in the amounts specified in Exhibit 4.

8. **Acceptance of the City's Terms and Conditions (Pass/Fail)**
   Respondent must indicate accept the City's terms and conditions, including in the Scope of Services and in the City's Master Task Order Contract/Sample City Terms and Conditions in Exhibit 7.

A Respondent that takes exceptions to the City's terms and conditions will fail this requirement and its Submittal will be rejected.

The City reserves the right to seek clarification of any information submitted by any Respondent in any portion of the Submittal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Submittal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Respondents Submittal, as it deems necessary.

VI. SELECTION PROCESS

Once the Evaluation Committee has determined the most highly qualified firm(s) for the project in order of ranking, the Evaluation Committee will submit its recommendation to the Commissioner. If the Commissioner recommends one or more Respondents for selection, the selection will be forwarded to the Chief Procurement Officer for the Chief Procurement Officer's concurrence and authorization to enter into maximum rate negotiations with the selected Respondent(s).

The City of Chicago will request a fee schedule from each selected Respondent for each year of the base contract term and option years and reserves the right to negotiate competitive maximum rates with each selected Respondent prior to the award of the Master Task Order Contract.

The City will require the selected Respondent(s) to participate in maximum rate negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a Contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent(s), including failure to agree on a fair and reasonable compensation schedule for the Services or any other terms or conditions, the Commissioner may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent(s).

The City reserves the right to terminate this procurement at any stage if the CPO determines it to be in the best interest of the City. In no event will the City be liable to Respondents for any cost or damages incurred by Respondents or other interested parties in connection with the procurement process, including but not limited to any and all costs of preparing the RFQ and participation in any conferences, oral presentation, or negotiations.

APPENDIX 1

ePROCUREMENT

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

1. Obtaining the Submittal Documents

Respondents are solely responsible for obtaining all RFQ 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 RFQs."

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.

RFQ 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 RFQ that an Addendum or Clarification has been issued. The Clarifications and Addenda incorporated into the electronic RFQ document available at the following URL:

https://www.cityofchicago.org/eProcurement

Respondents that have indicated interest in an RFQ 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 submittal. 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 RFQ solicitation.

3. Questions Regarding the RFQ Documents; Respondent Inquiry Deadline

All inquiries regarding the RFQ 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 RFQ 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 RFQ Documents

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

5. Date, Time, and Place

Submittals 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 RFQ Documents, or any addendum issued by the City to change such Submittal Due Date. No Submittal will be accepted after the Submittal Due Date. The time of the receipt of the Submittal 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 submittal. Failure to allow adequate time prior to the Submittal Due Date to complete and submit a submittal to a solicitation, particularly in the event technical support assistance is required, places the Respondent and their submittal 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 submittal 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 submittal electronically. Respondents who wait until nearly the time of Submittal 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 submittal 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

A. INTRODUCTION

The City of Chicago, Department of Water Management ("DWM"), requires engineering firms to perform Hydrologic and Hydraulic ("H&H") studies, Combined Sewer Outfall Studies, Climate and Environmental Impact Studies to characterize and evaluate the performance of the Chicago Sewer System through computer modeling and to perform necessary field investigations to support such studies. Hydrologic and hydraulic studies may vary from a few acres to hundreds of acres. Based on the results of these studies, regulations, policy and projects for capital improvement, innovation, replacement or lining and other sewer improvements are identified. DWM, will also require the development of a system to maintain and track all capital improvement projects resulting from the studies.

B. PROJECT OVERVIEW

The City of Chicago, Department Water Management developed its Citywide InfoWorks trunk sewer model in 2009 which includes, but is not limited to, all sewers 42-inch in diameter and greater, 24-inch diameter and greater in the Central Business District, and hydraulically significant sewers 30-inch and greater in diameters. DWM has been using the sewer model to support planning and design decisions. Citywide InfoWorks Full-Pipe sewer model was generated in 2017 to evaluate Citywide hydraulic capacity of the sewer system. The "Full Pipe" model includes about 4,400 miles of sewers including the smallest sewers with their respective subareas. The "Full Pipe" model provides the ability to better understand the impact of local Capital Improvement Plan ("CIP") projects, quantify the impact of Green Infrastructure (GI) improvements on local sewers and provides improvements to trunk sewer model accuracy.

The firms selected and awarded the contracts will utilize the "Full Pipe" model, and perform the following work:

1. Assisting in the selection of capital improvement projects.

2. Evaluation/optimization of the design of capital improvement plan projects. This may include feasibility reports and cost estimates.

3. Developing a webbased CIP management system to maintain and manage the evaluation, design, construction and track capital improvement plan projects.

4. Evaluating potential locations for sewer lining.

5. Updating and maintaining the City's existing sewer model in InfoWorks Integrated Catchment Modeling ("ICM"). The firms selected and awarded the contracts for the project is required to possess their own full licenses and supported version of InfoWorks ICM license to perform the Hydrologic & Hydraulic ("H&H") Modelling task for the project.

6. Assisting in any possible future master planning of the sewer system.

7. Guiding the focus of MS4 and CSO permitting by analyzing areas at highest risk for CSOs and flooding.

8. Providing the City with recommendations for maximizing the capabilities of the H&H model in line with current industry best practices.

9. Utilizing 2D modeling to develop methodologies for localized stormwater management and GI implementation.

10. Evaluating impacts of different climate change scenarios on the existing sewer system to help the City strengthen its climate resilience.

11. Production of information utilizing the City's H&H models. Information requested may include maps, tables, figures or technical memoranda.

12. Provide a CIP management webbased database system in conjunction with the City's GIS data and Access database of the sewer system. This may include geo-referencing, scanning, confirming system configurations and making modifications to the existing databases or management systems as needed.

13. Participation in public meetings as necessary to support the City's communication of model results and planned improvements in problem areas.

14. Provide weather services and data collection and analysis for rain, river or sewer monitoring.

The awarded Contractor must have H&H experience with sewer modelling software and be fully capable and experienced in the use of InfoWorks ICM, HEC-RAS, SWMM as well as databases programs and GIS applications. The City will not compensate or reimburse any software procurement related expenses. The awarded Contractor must also have the ability to perform wide-ranging field investigations that may require confined space entry.

The awarded Contractor their subconsultant should have experience with monitoring devices and have the ability to procure a subcontractor to install and maintain monitoring devices that collect flow and velocity data in both small diameter and large diameter pipes rain gauges and river level monitoring. The Respondent should have the ability and experience with rain gauges that collect rainfall events and data to co-relate with such monitoring devices. The data must then be collected, analyzed and presented in a timely fashion.

The awarded Contractor must also have the ability to prepare informative boards and reports that summarize and communicate results in an effective manner for various audiences.

Selected firms must enter non-specific task driven, Depending Upon Requirements (DUR) term agreements.

C. DETAILED SCOPE OF SERVICES

1. Review of Existing Data
   Contractor must have experience, expertise and knowledge of the City's combined sewer system or experience in other municipal sewer infrastructure. The City's existing InfoWorks ICM "Full Pipe" model of the sewers system and Master Planning reports will be made available for review to the selected Respondent. Existing data from the Department of Water Management, Department of Transportation, Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") and other pertinent sources may also be required to be collected and reviewed. The data may include, but not limited to, the City's sewer atlases, drain atlases, aerial photography, precipitation records, flooding complaints and as-built information on roadways, sewers, junction chambers and diversion structures and any of the GIS related data that the City houses. Operational data from pump stations, flow meters, rivers, canals and MWRDGC facilities might also need to be reviewed by the Respondent.

2. Hydrologic and Hydraulic Studies
   Contractor must have experience in developing hydrologic and hydraulic models in InfoWorks ICM to simulate and predict the magnitude, extent and frequency of street flooding, basement flooding and/or combined sewer overflows. Contractor must analyze unsteady flows, sewer surcharges, back flows and

divided flows within networked systems. Contractor may need to calibrate model runs from actual rainfall events and flow data collected in the field. The effect of the Rain Blocker Programs and other significant areas of detention storage must be considered in the analyses. Contractor must consider n-year flood events (2-months to >5-years) of critical storm duration in the analyses along with scenarios of expected outlet conditions.

3. Alternatives Analyses
   Contractor may be requested to present and evaluate various alternative designs prior to the selection of a recommended plan. The study may also include a cost-benefit analysis of each alternative that is consistent with established methodology used in the Master Plan.

4. Sewer Lining Studies
   Contractor will be requested to evaluate existing sewers for potential candidates for sewer lining. These studies also identify potential sewer improvement projects in the area for future construction.

5. Model Maintenance
   Contractor will update the existing conditions and alternative baseline models with As-Built information that may not presently be represented in the models. Any changes made to these models are to be represented in future and/or alternative sewer evaluations.

6. GIS Data Management
   Contractor should have the capability of updating and/or utilizing GIS to support the presentation, analysis and data management of the H&H modeling results. Contractor must be able to work within the City GIS standards to update attributes, create feature classes, develop tools and otherwise be proficient at the interpretation of sewer-related data for input into standard City GIS application. Develop web-based system for submittals of sewer CIP or improvement candidates. Contractor may utilize City's Access database of projects for planning and GIS purposes.

7. Capital Improvement Project Data Management and Artificial Intelligence.
   Contractor should have the ability to develop a cloud based AI-powered CIP data management system tailored to DWM's needs. The system should be a database to track project selection, design, and construction based on modeling studies. The system and include a user interface for data entry on each stage of the project such as design and construction as well as have GIS integration for progress tracking, and lifecycle management. It must leverage AI LLMs to provide project data, status updates, and information support.

8. Report/Deliverables
   Contractor must provide a final report to the City to summarize the results and recommendations of each study. Contractor may be required to prepare various exhibits and visual aids for presentation of results. Contractor may be required to participate in community or other information meetings that may be requested. Contractor must provide all deliverables in both digital and hard copy formats.

9. Sewer Related Investigations
   Contactor or their subconsultant shall have experience in conducting sewer investigations toward the analyses and evaluation of the sewer system via record finding of atlas, asbuilts, historic, title research, topographic systems or other methods. This information may include, but not be limited to, information pertaining to basin physiography, watershed boundaries, detention storage facilities, catch basin locations, down spout disconnection, field investigations and submerged outlet conditions. The Respondent may be required to conduct interviews with local residents and businesses to evaluate the extent of a flooding problem using the City's 311 database.

Contractor or their subconsultant shall have experience in providing topographic field surveys. The topographic field surveys may be necessary to ascertain the available volume of ponding in streets, parkways, viaducts, parking lots or other storage areas. This may entail the survey of curbs and gutters, sidewalks, overflows, low entry points and control structures. Contractor or their subconsultant may be required to conduct field checks of existing sewer facilities (weirs, bulkheads, inverts, etc.). These field checks may require Contractor or its subconsultants to have confined space certification for entry into the sewer system and access to boats for the inspection of outfalls along the rivers.

Contractor or their subconsultants shall have experience in collecting rainfall data, flow monitoring data and river level data to evaluate the performance of the sewer system during normal and/or wet weather conditions. Contractor or their subconsultants are expected to install, maintain and operate all collecting/monitoring equipment. Pipe flow meter and rain gauges may be utilized to collect relevant data. Monitoring may be performed on a monthly basis until a sufficient amount of data is collected.

10. Innovation and Generative AI
    The Contactor must be familiar with the latest H&H modeling trends in combination with Generative AI. The Contactor will provide recommendations for maximizing the capabilities of the existing model in line with current industry best practices. Provide innovative sewer improvement recommendations.

11. Climate Resilience and Weather services
    The Contactor will evaluate the impacts of different climate change scenarios on the existing sewer system. This may require modeling flood risk scenarios for more frequent intense rain events, rising lake levels, and increased urbanization. Climate risk analysis will help the City strengthen its climate resilience. Contractor shall be familiar with weather reporting and shall provide weather reporting related services.

12. Stormwater Management and 2D Overland Flow Modeling
    The Contactor may be requested to assist with developing methodologies for localized stormwater management planning and GI implementation across the city. The Contactor may be required to connect the 2D overland flows with the city sewer model to determine impacts of flooding overland. 2D models consider flow in both horizontal directions and can provide detailed maps of floodplain area, depth, offering a more accurate representation of how water changes during a storm event. 2D models are useful for planning and design projects, including stormwater management systems.

13. Permit Compliance – Environmental, funding and others
    The Contactor will assist with the City's IEPA NPEDES permits and funding related request. Analyze areas at highest risk for CSOs and flooding to help guide the focus of MS4 and CSO permitting. Contactor may be required to provide mapping and report deliverables for permitting requests related to IEPA. Contractor may be required to provide funding expertise related services.

EXHIBIT 2: 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 QUALIFCATIONS (RFQ), 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.

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. 1328065 containing a full set of RFQ 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 RFQ 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 submittal or any other submittal, 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 submittal 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 3: SPECIAL CONDITIONS REGARDING MINORITY, WOMEN, AND VETERAN-OWNED BUSINESS ENTERPRISE (MBE/WBE/VBE) COMMITMENT FOR COMMODITIES AND TASK ORDER SERVCES

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 business enterprise (VBEs). As defined in section 2-92-920 of the Municipal Code of Chicago, 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
26%	5%	0%

The Contractor also commits to make Good Faith Efforts to expend at least the same percentages (unless otherwise specified by the City when requesting a particular Task Order Proposal) of the total Task Order Price (inclusive of any and all modifications and amendments), if awarded, for participation by MBEs and WBEs on each individual Task Order.

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs on the Master Consulting Contract (to the extent of the MBE or WBE participation in such joint venture and work on the Task Order), 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 Task Order from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

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 MBEs, WBEs, and/or VBEs 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 VBE may only be listed on a bidder's compliance plan as either a MBE, or a WBE, or a VBE, but not both or all three to demonstrate compliance with the Task Order Specific Goals.

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

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

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

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/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/WBEs/VBEs to satisfactorily perform the work proposed.*

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, 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. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal.

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

"Direct Participation" the value of payments made to MBE or WBE firms for work that is 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 Task Order Specific Goals.

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

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Task Order 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. Indirect participation shall only be considered in relation to Good Faith Efforts :no Indirect Participation can be counted toward the MBE/WBE/VBE goals. (Note: no dollar of such indirect MBE, WBE or VBE participation shall be credited 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, WBE 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, 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.

"Master Consulting Contract" means the task-order based consulting agreement under which Task Orders are issued.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor that pursuant to MCC 2-92-535 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 a minority owned and controlled business by Cook County, Illinois.

"Municipal Code of Chicago" or **"MCC"** means the Municipal Code of the City of Chicago.

"Proposal" means the detailed description of the Services to be provided by the Contractor in response to a Task Order Request issued in accordance with the Master Consulting Contract. May also be referred to as a bid for the purposes of these MBE / WBE Special Conditions.

"Task Order" means an approved Proposal, as modified by negotiation between the City and Contractor, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Master Consulting Contract.

"Task Order Specific Goals" means the subcontracting goals for MBE,WBE, and VBE participation established for a particular Task Order. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal stated above.

"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 business enterprise 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 women owned business 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.

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 Task Order Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, VBEs and non-certified firms as long as one member is an MBE, WBE or VBE.

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

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 and Task Order for which it is at risk;

iii. Each joint venture partner executes the Master Consulting Agreement with 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 Task Order if different, 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 Task Order 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, WBE or VBE 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 VWBE 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 Task Order 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 Task Order 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 Task Order Proposal a Schedule B and a copy of the 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 and Task Order.

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, 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.

Counting MBE/WBE/VBE Participation Toward the Task Order Specific Goals
Refer to this section when preparing the MBE/WBE and VBE compliance plans and completing Schedule D-3 and D-V-3 for guidance on what value of the participation by MBEs, WBEs and VBEs will be counted toward the stated Task Order Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a 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, WBE or a VBE to demonstrate compliance with the Task Order Specific Goals. This means that a firm that is certified as both a MBE, WBE and a VBE may only be listed on the bidder's compliance plan under one of the categories, but not both. 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 Task Order Specific Goals.

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

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

   ii. A MBE, 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, 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 Task Order Specific Goals.

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 Task Order 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 Task Order Specific Goals.

d. If the MBE, WBE or VBE is a manufacturer: 100% of expenditures to a MBE, WBE or VBE manufacturer for items needed for the Contract shall be counted toward the Task Order 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.

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 Task Order 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 Task Order 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 Task Order 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 Task Order 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, WBE and VBEs; however work subcontractor 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 Task Order Specific Goals.

ii. 0% of the value of work that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Task Order 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.

Reductions to or Waiver of MBE/WBE and VBE Goals

The following standards are to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract or Task Order is appropriate. If a bidder determines that it is unable to meet the MBE, WBE and/or VBE Goals on a City of Chicago contract or Task Order, a written request for the reduction or waiver of the commitment must be included in the bid or Proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE/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 and 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 Special Conditions 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.

Direct / Indirect Participation

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

a. The bidder 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 or indirect 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 request for Task Order Proposals 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 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;
    - 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;
        - not imposing any limiting conditions which were not mandatory for all subcontractors;
        - providing notice of subcontracting opportunities to M/W/VBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

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 M/W/VBE or other firm.

Assist Agency Participation in wavier/reduction requests

Every waiver and/or reduction request must include evidence that the Contractor 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 Proposal due date.

The notice requirement of this Section will be satisfied if a firm submitting a Proposal 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 Contractor may use. Proof of notification prior to Proposal submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the Proposal for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

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 request for Task Order Proposals for such Task Order, the specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection "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 Task Order, whether before the Task Order Proposals are requested, during the solicitation or award process, before or during negotiation of the Task Order, or during the performance of the Task Order.

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

Procedure to Determine Bid/Proposal Compliance

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

- An MBE/WBE and VBE compliance plans demonstrating how the bidder plans to meet the Goals; and/or
- A request for reduction or waiver of the as set forth in these Special Conditions. 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 or Task Order Specific Goals.

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

(1) Schedule C-3: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The Contractor must submit the appropriate Schedule C-3 with the Task Order Proposal for each MBE and WBE included on the Schedule D-3. Suppliers must submit the Schedule C-3 for Suppliers, first tier subcontractors must submit a Schedule C-3 for Subcontractors to the Contractor and second or lower tier subcontractors must submit a Schedule C-3 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-3, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Each Schedule C-3 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-3 has been submitted with the bid, an executed original Schedule C-3 must be submitted by the Contractor for each MBE and WBE included on the Schedule D-3 within five business days after the date of the Task Order Proposal opening.

Failure to submit a completed Schedule C-3 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-3, 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 Contractor is a joint venture and the Proposal includes the participation of a MBE/WBE joint venture partner on any tier (either as the bidder or as a subcontractor), the Contractor must provide a copy of the current joint venture agreement and a Schedule B along with all other requirements listed in the Section entitled, " 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 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 Master Consulting Contract and any Task Orders issued under it. 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-3: Required Schedules Regarding MBE/WBE Utilization
Bidders must submit, together with the bid, a completed Schedule D-3 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. 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 "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-3. 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-3 must conform to those presented in the submitted Schedule C-3. If Schedule C-3 is submitted after the opening, the bidder may submit a revised Schedule D-3 (executed and notarized to conform with the Schedules C-3). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Task Order 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, 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-3 and D-3.

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 Proposal. If the application is not approved, the Contractor must show that it has made good faith efforts to meet the Task Order 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-3: Letter of Intent from VBE to Perform as Subcontractor, Supplier and/or Consultant.

The Contractor must submit the appropriate Schedule C-V-3 with the Task Order Proposal for each VBE included on the Schedule D-V-3. Suppliers must submit the Schedule C-V-3 for Suppliers, first tier subcontractors must submit a Schedule C-V-3 for Subcontractors to the Contractor and second or lower tier subcontractors must submit a Schedule C-V-3 for second tier Subcontractors. Each Schedule C-V-3 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-V-3 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-3 has been submitted with the bid, an executed original Schedule C-V-3 must be submitted by the Contractor for each VBE included on the Schedule D-V-3 within five business days after the date of the Task Order Proposal opening.

Failure to submit a completed Schedule C-V-3 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 1) the City certifying the firm as a VBE, 2) Cook County certifying the firm as a VBE, 3) the State of Illinois certifying the firm as a qualified service-disabled veteran-owned small business or qualified veteran-owned small business pursuant to 30 ILCS 500/45-57 or 4) the United State Department of Veterans Affairs approving the firm as a service-disabled veteran-owned small business or veteran-owned small business 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-3, 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 Contractor is a joint venture and the Proposal includes the participation of a VBE joint venture partner on any tier (either as the bidder or as a subcontractor), the Contractor must provide a copy of the current joint venture agreement and a Schedule B along with all other requirements listed in the Section entitled, " 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 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 VBEE to be dedicated to the performance of the Master Consulting Contract and any Task Orders issued under it. 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-3: Required Schedules Regarding VBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-V-3 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 the Section entitled "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-3. 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-3 must conform to those presented in the submitted Schedule C-V-3. Bidders shall not be permitted to add VBEs after bid opening to meet the Task Order 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-3 and D-V-3.

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

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 or Task Order by the City, execute formal contracts or purchase orders with the MBEs, WBEs and VBEs included in their approved MBE/WBE and VBE Utilization Plan. 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, or compatible structure that can be uploaded into C2 or City's current system, on or before the fifteenth (15th) day of each month. For purposes of this Contract, all subsequent references to C2 shall mean C2, or the City's current system, or a compatible structure that can be uploaded into C2 or City's current system, unless the context provides otherwise.

c. 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 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 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.

Changes to Compliance Plans

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 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:

a) Unavailability after receipt of reasonable notice to proceed;

b) Failure of performance;

c) Financial incapacity;

d) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

e) Failure of the subcontractor to meet insurance, licensing or bonding requirements;

f) The subcontractor's withdrawal of its bid or proposal; or

g) De-certification of the subcontractor as a MBE, WBE or VBE (graduation from the MBE/WBE or VBE program does not constitute de-certification).

h) Termination of a Mentor Protégé Agreement.

Procedure for Requesting Approval

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

a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a 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 VWBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.

b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.

c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Task Order Specific Goal by substituting a MBE, WBE or VBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements described above. If the MBE, WBE or VBE Task Order Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE or non-VBE.

d) 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 or WBEs or VBE have a fair opportunity to bid on the new scope of work.

e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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.

Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE, 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 or Task Order 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 or 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 or 2-92-955, within 15 business days of the final determination.

Arbitration

a) In the event a contractor has not complied with the contractual MBE/WBE/VBE percentages in its Schedule D-3 and/or D-V-3, 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. The Ordinance and contracts subject thereto provide that 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 this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE/VBE.

b) 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 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.

c) 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.

d) 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.

Equal Employment Opportunity

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

Attachments and Schedules

The following attachments follow, all attachments and schedules as follows:

- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-3: MBE/WBE Letter of Intent To Perform as a Subcontractor, Supplier and/or Consultant.
- Schedule D-3: Affidavit of Prime Contractor Task Order Services Contract MBE/WBE Compliance Plan
- Schedule C-V-3: VBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant
- Schedule D-V-3: Task Order Services Compliance Plan Regarding VBE Utilization

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

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

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

(Date)

Specification No.: _____
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 Disadvantaged/ Minority/Women Business Enterprise contract goal. **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/VBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

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,

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 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:

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

_____

B. Identify the "managing partner," if any, and describe the means and measure of 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)

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
_____	_____
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)

FOR
TASK ORDER
CONTRACTS ONLY

SCHEDULE C-3

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

Contract PO No.:_____

Task Order Project Description:_____

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 Certification Letter, effective _____ to _____
(Date) (Date)

The undersigned is prepared to perform the following services in connection with the above named Task Order. If more space is required to fully describe the MBE or WBE proposed scope of services 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 receipt of an approved Task Order from the City of Chicago, within three (3) business days of your receipt an approved Task Order 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 services 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 services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.**

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)

SCHEDULE D-3
Affidavit of Prime Contractor
Task Order Services Contracts
MBE/WBE Compliance Plan

FOR TASK ORDER SERVICES CONTRACTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Contract PO No.:_____

Task Order Project Description:_____

I HEREBY DECLARE AND AFFIRM that I am the_____and a duly authorized representative of
Title of Affiant)

_____
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subcontractor/sub-consultant/ or supplier. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago or Cook County (current letter of certification attached).

I. Complete this section for <u>each</u> MBE/WBE participating on this Task Order:

1. Name of MBE/WBE Firm:_____

   Address:_____

   Contact Person/Title:_____

   Phone Number:_____

   Dollar Value of Participation: $_____

   Percentage of Participation: %_____

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

   Total Participation % _____

   If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

   _____

   _____

   _____

2. Name of MBE/WBE Firm:_____

   Address:_____

_____

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

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

3. Name of MBE/WBE Firm:_____

Address:_____

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

4. Name of MBE/WBE Firm:_____

Address:_____

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

5. Name of MBE/WBE Firm:_____

   Address:_____

   Contact Person/Title:_____

   Phone Number:_____

   Dollar Value of Participation: $_____

   Percentage of Participation: %_____

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

   Total Participation % _____

   If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

   _____

   _____

   _____

6. Attach Additional Sheets as Needed

II. Summary of Direct MBE/WBE Proposal

1. MBE Direct Participation

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

2. WBE Direct Participation

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

Total Direct WBE Participation		

III. Summary of Indirect MBE/WBE Proposal (Use if making a showing of 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.)

1. MBE Indirect Participation

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

2. WBE Indirect Participation

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

The 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-3
VBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

FOR TASK ORDER CONTRACTS ONLY

Contract PO No.: _____

Task Order Project Description: _____

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 Certification Letter, effective _____ (Date) to _____ (Date).

The undersigned is prepared to perform the following services in connection with the above-named Task Order. 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 an approved Task Order 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)

FOR TASK ORDER CONTRACTS ONLY

SCHEDULE D-V-3

Compliance Plan Regarding VBE Utilization

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

Contract PO No: _____

Task Order Project Description: _____

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 submitted with the Schedule C-V-3s describing our proposed plan to perform as a subcontractor/sub-consultant or supplier. All VBE firms included in this plan have been certified (current Letters of Certification Attached).

I Direct Participation of VBE Firms:

A. Complete this section for each VBE participating on this Task Order:

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 % _____

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: _____

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 (%)
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:_____

EXHIBIT 4: INSURANCE REQUIREMENTS

DWM [Spec #1328065] 2025 ARCH/ENGINEERING

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 CONTRACTOR2

1) **Workers' Compensation and Employer's Liability**

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. The policy shall be written on an occurrence basis, with coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 (current edition), or equivalent.This insurance shall include, but not be limited to, coverage for bodily injury, personal injury, and property damage liability (including loss of use), personal and advertising injury, premises and operations liability, products/completed operations (for a minimum of five (5) years following project completion), explosion, collapse, underground property damage, separation of insureds, defense, contractual liability, no exclusion for damage to work performed by subcontractors, any limitation of coverage for designated premises or project is not permitted, 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. 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.

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2 *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.*

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 Liability**

Umbrella or Excess Liability Insurance must be maintained with limits of not less than $**5,000,000** 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.

5) **Professional Liability**

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $**10,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions, and/or 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 five (5) years.

6) **Cyber Liability**

Cyber Liability must be maintained with limits of not less than $**10,000,000** for cyber incident and coverage must include the following:

• Liability for system failure, network failure, security breaches, including loss or unauthorized access, use or disclosure of sensitive data or proprietary data, whether by Contractor or any subcontractor or cloud service provider used by Contractor;

• Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;

• Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;

• Liability for technological products and/or services provided by or created by Contractor, including intellectual property infringement or misappropriation.

• Liability for professional services provided by Contractor;

• PCI fines, fees, penalties, and assessments;

• Costs associated with social engineering fraud loss, and cyber extortion payment and response costs;

• First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;

• Costs of restoring, updating, or replacing data; and

• Liability losses connected to network security, privacy, and media liability.

The City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Contractor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Contractor will be responsible for all deductibles, self-insured retentions or waiting period requirements. Contractor shall provide any coverage sublimits under the policy. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Contractor shall maintain coverage that meets these requirements for a period of not less than two (2) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a two (2) year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

7) **Pollution Liability**

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Contractor, the Contractor must maintain applicable Pollution Liability Insurance with limits no less than **$1,000,000** per occurrence or claim and **$2,000,000** aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. If the services involve lead based paint or asbestos identification/remediation, the Policy shall not contain a lead-based paint or asbestos exclusion.

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 City is to be named as an additional insured on a primary, non-contributory basis. The Contractor and any Subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. 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.

8) **Property**

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.

9) **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.

10) **Blanket Crime (when applicable)**

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer

fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

11) **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.

12) **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.

13) **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 must have limits of not less than the requirement of the operating railroad 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.

14) **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 the 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. Consistent with State law, 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. See 215 ILCS 5/143.16 and 143.17(a). 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. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved 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.

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 when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. Contractor must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the

appropriate coverage limits for Subcontractor(s) may be determined by Contractor, but these limits must be adequate to cover all potential liabilities. Should Contractor accept coverage limits from Subcontractor(s) less than those outlined in Section A, Contractor shall be responsible for any gap in the required coverage limits in the event of a loss. Contractor shall determine if Subcontractor(s) must also provide any additional coverages. Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by the City, Contractor must provide to the City all physical copies of 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 Subcontractor(s) to comply with required coverage(s) 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.

MY COI

Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOItracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOItracking.com, certificaterequest@myCOIsolution.com

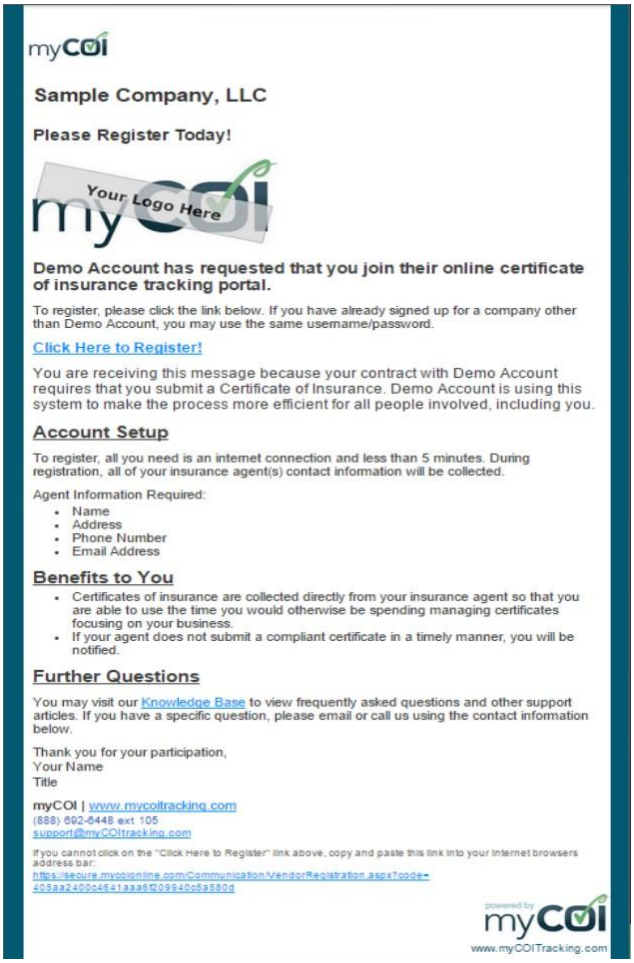
If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOItracking.com.

myCOI
TRACKING SUCCESS

Vendor Registration Process

myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign- in information and provide some basic contact information for your insurance agent.

From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.



myCOI

Sample Company, LLC

Please Register Today!

Your Logo Here

Demo Account has requested that you join their online certificate of insurance tracking portal.

To register, please click the link below. If you have already signed up for a company other than Demo Account, you may use the same username/password.

Click Here to Register!

You are receiving this message because your contract with Demo Account requires that you submit a Certificate of Insurance. Demo Account is using this system to make the process more efficient for all people involved, including you.

Account Setup

To register, all you need is an internet connection and less than 5 minutes. During registration, all of your insurance agent(s) contact information will be collected.

Agent Information Required:

- Name
- Address
- Phone Number
- Email Address

Benefits to You

- Certificates of insurance are collected directly from your insurance agent so that you are able to use the time you would otherwise be spending managing certificates focusing on your business.
- If your agent does not submit a compliant certificate in a timely manner, you will be notified.

Further Questions

You may visit our Knowledge Base to view frequently asked questions and other support articles. If you have a specific question, please email or call us using the contact information below.

Thank you for your participation,
Your Name
Title

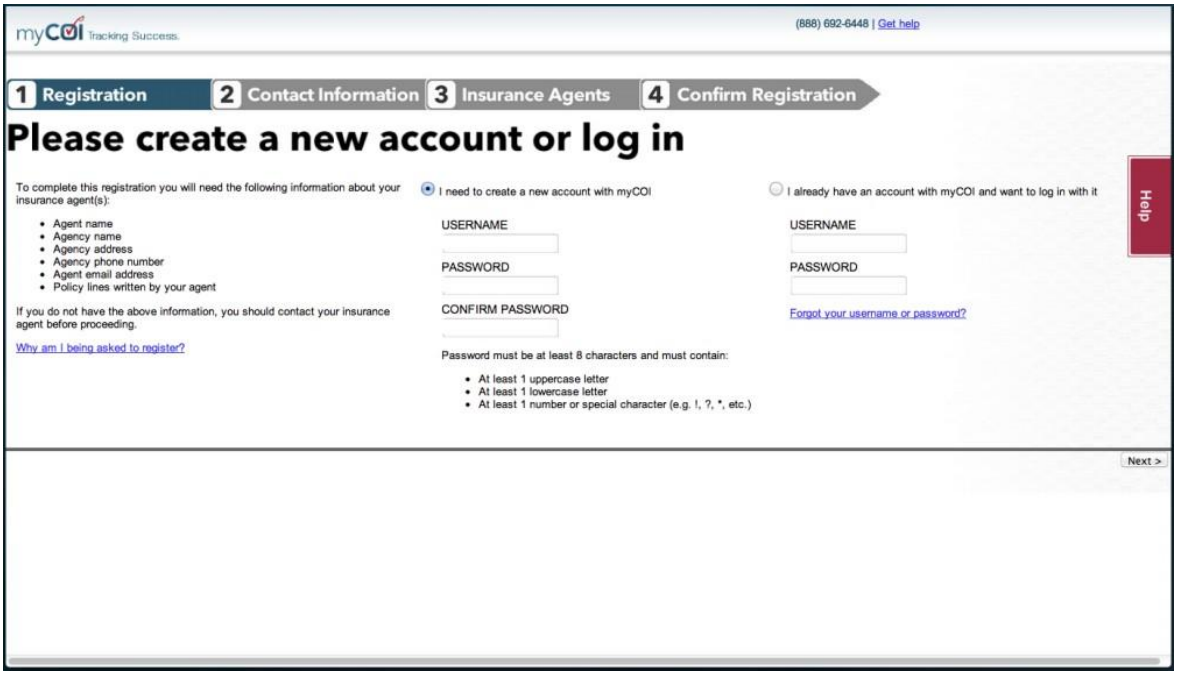
myCOI | www.mycoitracking.com
(888) 692-6448 ext 105
support@myCOItracking.com

If you cannot click on the "Click Here to Register" link above, copy and paste this link into your internet browsers address bar:
https://secure.mycoionline.com/Communication/VendorRegistration.aspx?code=405aa2400c4641aaa6f209940c5a580d

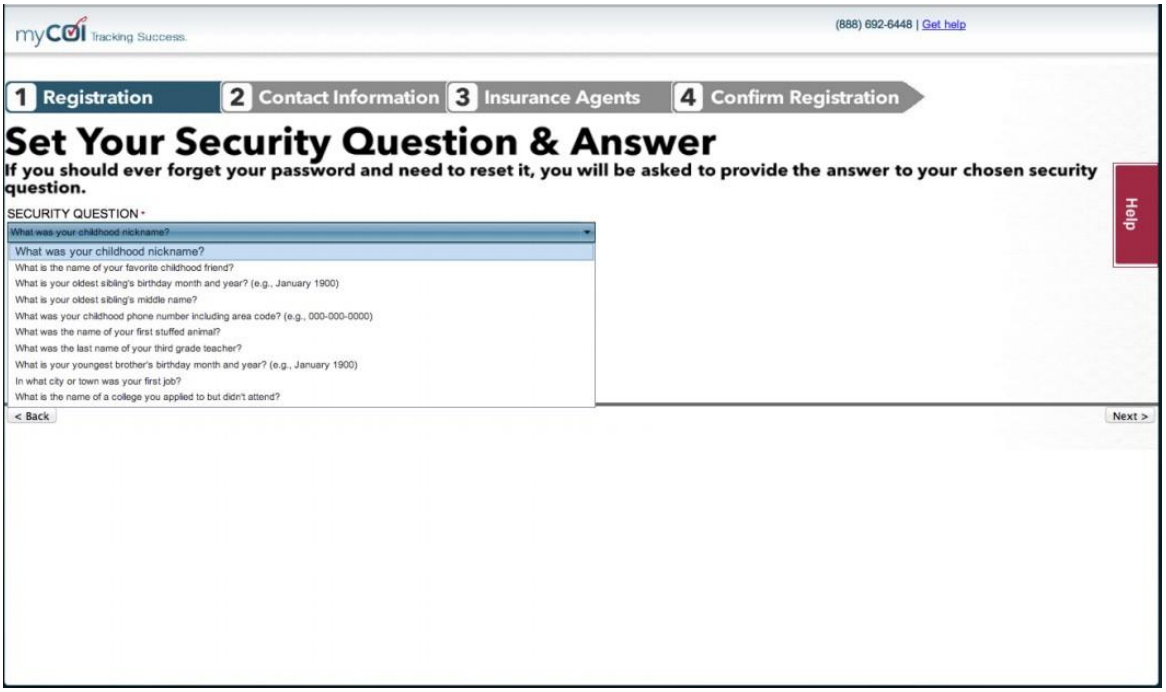
powered by myCOI
www.myCOITracking.com

The process begins with you receiving a registration invitation from myCOI. Selecting the "Click Here to Register" link will begin take you directly to the registration page.

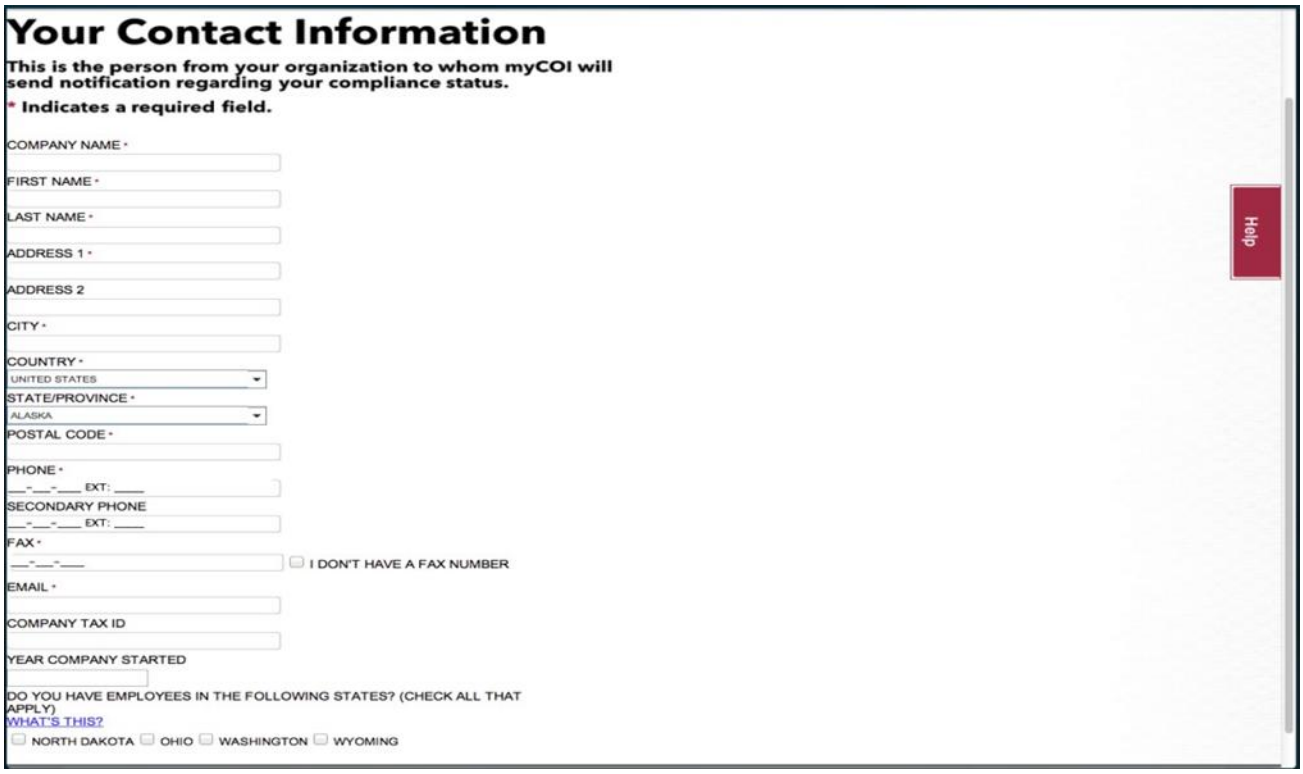
The first page of the registration will ask you to set up a user name and password.



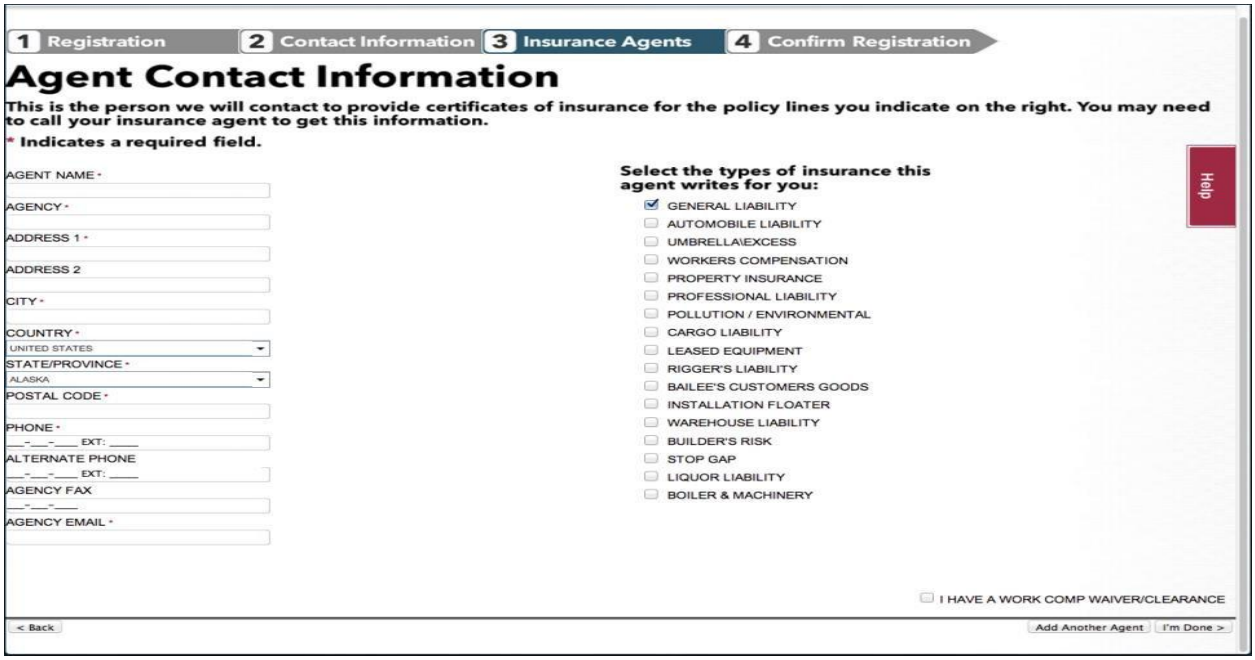
Next, you will then set a security question.



The next part of the registration will ask you to review and confirm that the contact information myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.



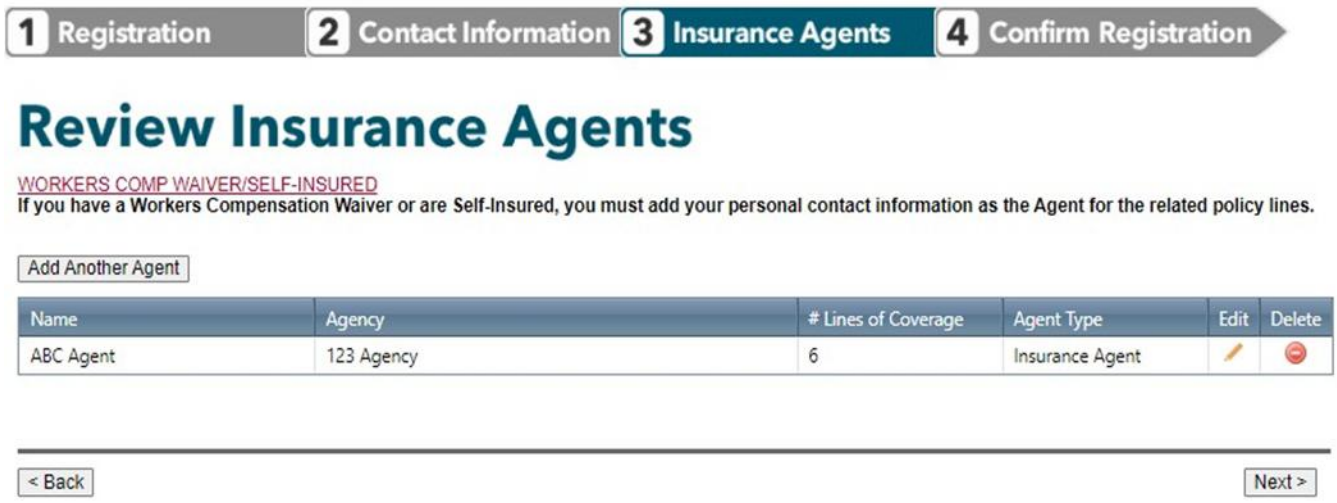
Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.



Once you are finished adding your insurance agent(s), click the "I'm Done" button.

Including the agent's correct email address and selecting the correct types of insurance the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.



This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration, to obtain a copy of the certificate of insurance and any other necessary insurance related documents.

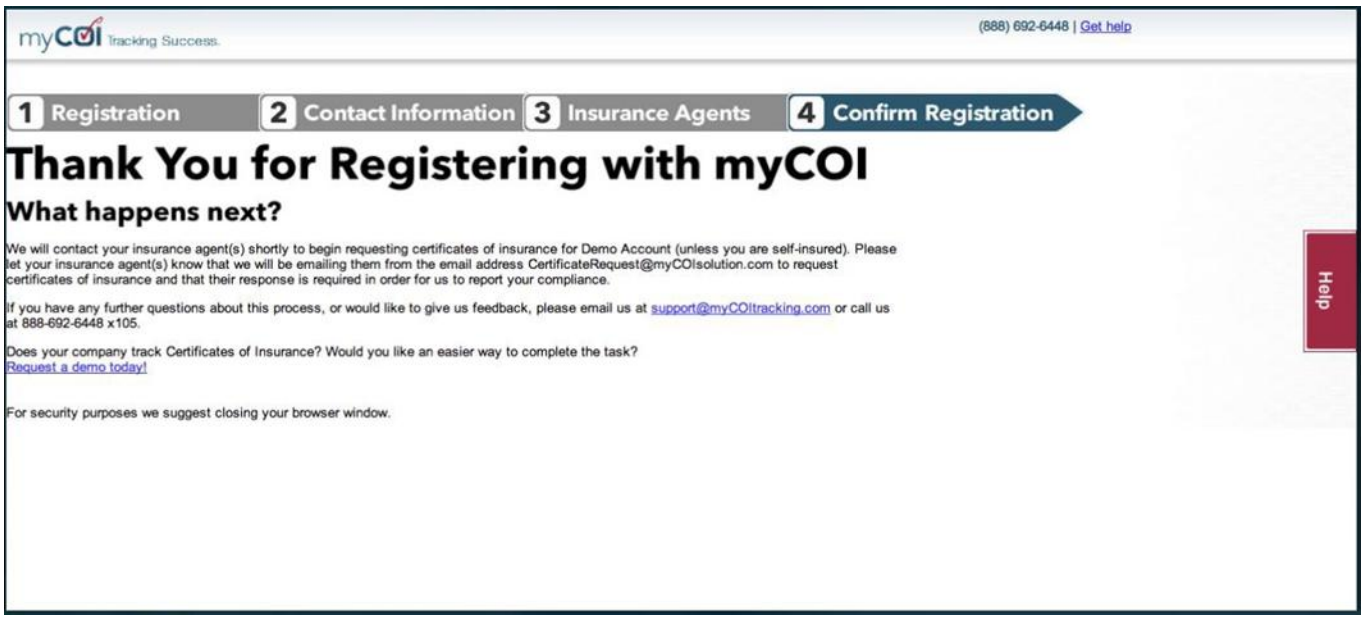


EXHIBIT 5: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

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: Professional Engineering Consulting Services Miscellaneous Hydrologic and Hydraulic Studies
Specification #: 13280265

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 6: AFFIDAVIT OF UNCOMPLETED WORK

AFFIDAVIT OF UNCOMPLETED WORK

(Complete this form by either typing or using black ink.)

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime Contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
PROJECT							
CONTRACT WITH							
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							TOTAL
UNCOMPLETED DOLLAR VALUE							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							
PCC BASE, C&G PAVING							
BIT CONCRETE PAVING							
STABILIZED BASE (BAM, CAM, PAM)							
AGGREGATE BASE AND FILL							
FOUNDATION (CAISSON & PILE)							

HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCTURES							
PAINTING							
PAVEMENT MARKING							
SIGNING							
LANDSCAPING							
DEMOLITION							
FENCING							

		1	2	3	4	5	Awards Pending
OTHERS (LIST)							
STRUCT. STEEL (BLDG. CONST.)							
ORNAMENTAL STEEL (BLDG. CONST.)							
MISCELLANEOUS CONCRETE							
FIREPROOFING							
MASONRY							
H.V.A.C.							
MECHANICAL							
ELECTRICAL							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL AND PLASTER WORK							
CEILING CONST.							
HOLLOW METAL AND HARDWARE							
GLAZING AND CAULKING							
MISCELLANEOUS ARCH. WORK							

OTHERS (LIST)							
TOTALS							

REMARKS. _____

PART III. WORK SUBCONTRACTED TO OTHERS. List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime Contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me Signed

_____

this _____ day of_____20___. Company _____

Address _____

My commission expires _____

EXHIBIT 7: SAMPLE CITY TERMS AND CONDITIONS

Spec. No.:1328065
P.O. No.: _____
Vendor No.: _____
City-Funded

MASTER TASK ORDER CONTRACT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF WATER MANAGEMENT

AND

_____

PROFESSIONAL ENGINEERING CONSULTING SERVICES MISCELLANEOUS HYDROLOGIC AND HYDRAULIC STUDIES

BRANDON JOHNSON
MAYOR

SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER

DRAFT

Table of Contents

ARTICLE 1. INTRODUCTION 1

ARTICLE 2. INCORPORATION OF EXHIBITS: 1

ARTICLE 3. STANDARD TERMS AND CONDITIONS 2
3.1. General Provisions 40
3.1.1. Definitions 40
3.1.2. Interpretation of Contract 40
3.1.3. Subcontracting and Assignment 40
3.1.4. Contract Governance 40
3.1.5. Confidentiality 40
3.1.6. Indemnity 40
3.1.7. Non-Liability of Public Officials 40
3.1.8. Contract Extension For Continuity of Services 40
3.2. Compensation Provisions 40
3.2.1. Ordering, Invoices, and Payment 40
3.2.2. Subcontractor Payment Reports 40
3.2.3. Prompt Payment to Subcontractors 40
3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions 40
3.3. Compliance With All Laws 40
3.3.1. General 40
3.3.2. Certification of Compliance with Laws 40
3.3.3. Federal Affirmative Action 40
3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements 40
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: 40
3.3.5. Other Non-Discrimination Requirements 40
3.3.6. Wages 40
3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS") 40
3.3.8. Restrictions on Business Dealings 40
3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380 40
3.3.10. Other City Ordinances and Policies 40
3.3.11. Compliance with Environmental Laws and Related Matters 40
3.4. Contract Disputes 40
3.4.1. Procedure for Bringing Disputes to the Department 40
3.4.2. Procedure for Bringing Disputes before the CPO 40
3.5. Events of Default and Termination 40
3.5.1. Events of Default 40
3.5.2. Cure or Default Notice 40
3.5.3. Remedies 40
3.5.4. Non-Exclusivity of Remedies 40
3.5.5. City Reservation of Rights 40
3.5.6. Early Termination 40
3.6. Department-specific Requirements 40
3.6.1. Department of Aviation Standard Requirements 40
3.6.2. Emergency Management and Communications (OEMC) Security Requirements 40
3.6.3. Chicago Police Department Security Requirements 40
3.6.4. Department of Water Management ("DOWM") Security Requirements 40

ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES – SINGLE PROJECT 41
4.1. Providing Services 46
4.2. Standard of Performance 46

4.3. Deliverables 46
4.4. Additional Services 46
4.5. Timeliness of Performance 46
4.6. Suspension 46
4.7. Personnel 46
4.7.1. Adequate Staffing 46
4.7.2. Key Personnel 46
4.7.3. Salaries and Wages 46
4.8. Ownership of Documents 46
4.9. Copyright Ownership and other Intellectual Property 46
4.9.1. Patents 46
4.9.2. Indemnity 46
4.10. Approvals 46
4.11. Cooperation 46
4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility 46
4.13. Reimbursement for Travel 46

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS 47
5.1. Scope of Services 47
5.2. List of Key Personnel 47
5.3. Term of Performance 47
5.4. Contract Extension Option [Note to Specialist: Optional term, delete if not needed] 47
5.5. Notices 47
5.6. Payment 47
5.6.1. Basis of Payment 47
5.6.2. Method of Payment 47
5.6.3. Submission of Invoices 47
5.6.4. Criteria for payment 48
5.7. Funding 48

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT, WOMEN BUSINESS ENTERPRISE COMMITMENT, AND VETERAN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES 49
6.1. Policy and Terms 49
6.2. Definitions 49
6.3. Joint Ventures 49
6.4. Counting MBE/WBE and VBE Participation Toward the Contract Specific Goals 49
6.5. Reductions to or Waiver of MBE, WBE, and VBE Goals 49
6.5.1. Direct Participation 49
6.5.2. Assist Agency Participation in wavier/reduction requests 49
6.5.3. Impracticability 49
6.6. Procedure to Determine Bid Compliance 49
6.7. Reporting Requirements During the Term of the Contract 49
6.8. Changes to Compliance Plans 49
6.8.1. Permissible Basis for Change Required 49
6.8.2. Procedure for Requesting Approval 49
6.9. Non-Compliance and Damages 49
6.10. Arbitration 49
6.11. Equal Employment Opportunity 49
6.12. Attachments and Schedules 49
Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE/VBE Goals 49
Schedule B – Affidavit of MBE/WBE/VBE Joint Venture 49
Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant. 49

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan 49
SCHEDULE C-V 49

ARTICLE 7. INSURANCE REQUIREMENTS..... 79

ARTICLE 8. SIGNATURE PAGE..... 85

EXHIBIT 1: SCOPE OF SERVICES 87

EXHIBIT 2: SCHEDULE OF COMPENSATION 88

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE..... 89

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S) 90

EXHIBIT 5: MBE / WBE/VBE COMPLIANCE PLAN 91

EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)..... 91

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 Water Management ("City"), at Chicago, Illinois.

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: Sexual Harassment Policy Affidavit (MCC 2-92-612)
- Exhibit 6: My COI

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".

"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.

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.

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

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

3.1.4.2. Consent to Service of Process

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

3.1.4.3. Cooperation by Parties and between Contractors

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

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

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

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries
The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

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

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

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

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

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

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

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

3.1.4.8. Notices
All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 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

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

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

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. Unless otherwise specified in writing by the Department or the Scope of Work/Detailed Specification, invoices for goods, and invoices for services that are invoiced monthly, must be submitted no later than the last day of the month after the month in which the applicable goods or services were provided. (E.g. if services were provided January 1, the invoice must be submitted by

the last day of February.) The time period for submittal of other invoices will be as specified in the Scope of Work/Detailed Specification, or as directed by the Department in writing.

All invoices must be signed, dated, and reference the City's Purchase Order number and Contract number. All contracts must be invoiced separately: items from different contracts must not be combined under the same invoice. If this Contract is for services, services requested under different Purchase Orders must be invoiced separately.

A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each 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 timely submitted invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at: http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf. The City reserves the right to offset mistaken or wrong payments against future payments.

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

3.2.1.4. 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

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

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 0 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

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 Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration

of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

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

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

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

3.3. Compliance With All Laws

3.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. 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, disability 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, disability 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
Contractor agrees to comply with the following non-discrimination statutes and authorities ("Title VI List of Pertinent Non-Discrimination Acts 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);
- 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 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.

3.3.4.3. Nondiscrimination
The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.

3.3.4.4. 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.

3.3.4.5. 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 sponsor or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Administration, Trasnportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

3.3.4.6. Sanctions for Noncompliance

In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the relevant federal funding agency 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.

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 sponsor or the applicable federal agency 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.4.7. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 3.3.4.2**Error! Reference source not found.**, "Compliance With Regulations" through 3.3.4.6 "Incorporation of Provisions" 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 sponsor or the applicable federal agency 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 sponsor to enter into any litigation to protect the interests of the sponsor. 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 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
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 journeyworkers 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 Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

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

3.3.7.1. 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 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 6-105 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 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.

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 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

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:

(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 3.3.10.10 unless:

(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

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.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.11.6 and paragraph 3.3.11.8, 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;
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.

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").

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

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

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

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

3.5.3. Remedies

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

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

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

C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;

D. The right to seek money damages;

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

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

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

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

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

3.6. Department-specific Requirements

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

3.6.1. Department of Aviation Standard Requirements

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

3.6.1.1. Confidentiality of Airport Security Data

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

section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

3.6.1.3. Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, 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 obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

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

3.6.1.4.2. Interruption of Airport Operations

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

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make

arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

3.6.1.4.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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

3.6.1.4.5. Parking Restrictions

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

3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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, or certain authorized armed security or armored vehicle services employees as identified by CDA while in performance of their work, (and air travelers with weapons in locked checked luggage in accordance with TSA regulations), 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 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 discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

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

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

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

A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.

B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.

C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

D. All required City stickers and State Vehicle Inspection stickers must be valid.

E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny

access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

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

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

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

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

3.6.2.5. Hazardous or Illegal Materials

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

3.6.3. Chicago Police Department Security Requirements

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

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

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

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

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

3.6.4.3. Security Badges and Vehicle Permits

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

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

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

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

A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.

B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

D. All required City stickers and State Vehicle Inspection stickers must be valid.

E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

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

3.6.4.4. Gates and Fences

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

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

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

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

3.6.4.5. Hazardous or Illegal Materials

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

ARTICLE 4. TERMS FOR TASK-ORDER PROFESSIONAL SERVICES CONTRACTS

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 from any liability whatsoever to pay for any work performed without a Purchase Order.

Services will be determined on an as-needed basis and as described on a Task Order Request ("TOR") as described below. Only if the Contractor has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the Contractor to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

4.2. Task Orders

All Services must be authorized by a written Task Order. Contractor acknowledges and agrees that the City is under no obligation to issue any Task Orders.

As needed, upon the written approval of the Commissioner, the Department will issue a TOR specifically referencing this Contract, identifying the project, and setting forth the Services to be performed pursuant to a Task Order and a desired completion date. Contractor must respond by submitting a Task Order Proposal which must include: a cover letter, understanding and approach, project schedule, budget, fee, detailed cost breakdown in such detail as required for the specific task, documentation required to substantiate compliance with MBE/WBE or DBE participation requirements as applicable, a list of key personnel, and any other required information specified in the TOR, all of which must conform to the terms of the TOR and the terms and conditions of this Contract. Contractor must not respond to any TOR not approved in writing by the Commissioner. Costs associated with the preparation of Task Order proposals are not compensable under this Agreement and the City is not liable for any additional costs.

Following Contractor's submission of the Task Order Proposal, the Commissioner and the Chief Procurement Officer will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Contractor regarding the scope of the project and the project completion date. If the City and the Contractor negotiate the scope of the project and the project completion date, the Contractor must submit a revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer and issuance of a Purchase Order, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to the Contractor for any Services provided by the Contractor pursuant to a Task Order, or otherwise.

Some Task Order services are subject to the approval by a state or federal agency or other third party, therefore Contractor must not commence its performance of the Services until it receives a Notice to Proceed.

If the Services to be performed under a Task Order are to be funded from a fund other than the fund identified by the fund number set forth in this Agreement, such change in funding must be approved by the Chief Procurement Officer and the Comptroller prior to the issuance of any Task Order funded through such fund, and the applicable fund number must be included in the Task Order form provided to the Contractor.

4.3. Notice to Proceed

After receiving a Task Order, Contractor will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Commissioner or his authorized designee.

4.4. 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.

4.5. 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 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.

4.6. 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 approval by the City through a formal amendment pursuant

to 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.

4.7. Purchase Order Increases

The City may unilaterally authorize an increase to the upper limit amount of a Purchase Order; the signature of Contractor is not required.

4.8. 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.

4.9. 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.

4.10. 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.

4.11. Personnel

4.11.1. 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.

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

4.11.3. 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 Contract 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.

4.12. 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.

4.13. 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 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.

4.13.1. 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.

4.13.2. 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 intellectual property liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.14. 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.

4.15. 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.

4.16. Reimbursement for Travel

Reimbursable travel is not anticipated to be necessary for the performance of this Contract; travel by Contractor personnel to and from worksites will be part of Contractor's overall pricing. In the event that reimbursable travel is required and is authorized by the City, travel expenses will be reimbursed only in accordance with the City of Chicago Travel Reimbursement Guidelines current at the time of travel. 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.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

This Contract is for Professional Consulting Services for Hydrologic and Hydraulic Studies.

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 sixty (60) 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

The City has the option to extend the term of this Contract for two additional twelve (12) month terms or a single additional twenty-four (24) month term beyond the initial sixty (60) -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

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.

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT, WOMEN BUSINESS ENTERPRISE COMMITMENT, AND VETERAN BUSINESS ENTERPRISE COMMITMENT FOR TASK ORDER 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 business enterprise (VBEs). As defined in section 2-92-920 of the Municipal Code of Chicago, 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
26%	5%	0%

The Contractor also commits to make Good Faith Efforts to expend at least the same percentages (unless otherwise specified by the City when requesting a particular Task Order Proposal) of the total Task Order Price (inclusive of any and all modifications and amendments), if awarded, for participation by MBEs and WBEs on each individual Task Order.

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs on the Master Consulting Contract (to the extent of the MBE or WBE participation in such joint venture and work on the Task Order), 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 Task Order from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

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 MBEs, WBEs, and/or VBEs 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 VBE may only be listed on a bidder's compliance plan as either a MBE, or a WBE, or a VBE, but not both or all three to demonstrate compliance with the Task Order Specific Goals.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and

suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of the Task Order.

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

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Task Order Specific Goals, or it may be in addition to the Task Order 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/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/WBEs/VBEs to satisfactorily perform the work proposed.

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, 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. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal.

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

"Direct Participation" the value of payments made to MBE or WBE firms for work that is 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 Task Order Specific Goals.

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

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Task Order 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. Indirect participation shall only be considered in relation to Good Faith Efforts :no Indirect Participation can be counted toward the MBE/WBE/VBE goals. (Note: no dollar of such indirect MBE, WBE or VBE participation shall be credited 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, WBE 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, 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.

"Master Consulting Contract" means the task-order based consulting agreement under which Task Orders are issued.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor that pursuant to MCC 2-92-535 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 a minority owned and controlled business by Cook County, Illinois.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Proposal" means the detailed description of the Services to be provided by the Contractor in response to a Task Order Request issued in accordance with the Master Consulting Contract. May also be referred to as a bid for the purposes of these MBE / WBE Special Conditions.

"Task Order" means an approved Proposal, as modified by negotiation between the City and Contractor, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Master Consulting Contract.

"Task Order Specific Goals" means the subcontracting goals for MBE,WBE, and VBE participation established for a particular Task Order. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal stated above.

"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 business enterprise 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 women owned business 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 Task Order Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, VBEs and non-certified firms as long as one member is an MBE, WBE or VBE.

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

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 and Task Order for which it is at risk;

iii. Each joint venture partner executes the Master Consulting Agreement with 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 Task Order if different, 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 Task Order 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, WBE or VBE 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 VWBE 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 Task Order 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 Task Order 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 Task Order Proposal a Schedule B and a copy of the 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 and Task Order.

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, 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/VBE Participation Toward the Task Order Specific Goals

Refer to this section when preparing the MBE/WBE and VBE compliance plans and completing Schedule D-3 and D-V-3 for guidance on what value of the participation by MBEs, WBEs and VBEs will be counted toward the stated Task Order Specific

Goals. The "Percent Amount of Participation" depends on whether and with whom a 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, WBE or a VBE to demonstrate compliance with the Task Order Specific Goals. This means that a firm that is certified as both a MBE, WBE and a VBE may only be listed on the bidder's compliance plan under one of the categories, but not both. 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 Task Order Specific Goals.

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

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

ii. A MBE, 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, 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 Task Order Specific Goals.

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 Task Order 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 Task Order Specific Goals.

d. If the MBE, WBE or VBE is a manufacturer: 100% of expenditures to a MBE, WBE or VBE manufacturer for items needed for the Contract shall be counted toward the Task Order 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.

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 Task Order 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 Task Order 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 Task Order 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 Task Order 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, WBE and VBEs; however work subcontractor 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 Task Order Specific Goals.

ii. 0% of the value of work that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Task Order 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 to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract or Task Order is appropriate. If a bidder determines that it is unable to meet the MBE, WBE and/or VBE Goals on a City of Chicago contract or Task Order, a written request for the reduction or waiver of the commitment must be included in the bid or Proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE/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 and 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 Special Conditions 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 / Indirect Participation

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

a. The bidder 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 or indirect 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 request for Task Order Proposals for subcontracting to certified MBE/WBE/VBE firms;

2. A listing of all MBE/WBE/VBE firms contacted that includes:

o Name, address, telephone number and email of MBE/WBE firms solicited;

o Date and time of contact;

o 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:

o Project identification and location;

o Classification/commodity of work items for which quotations were sought;

o Date, item and location for acceptance of subcontractor bid proposals;

o Detailed statement which summarizes direct negotiations with appropriate MBE/WBE/VBE firms for specific portions of the work and indicates why negotiations were unsuccessful;

o Affirmation that Good Faith Efforts have been demonstrated by:

• choosing subcontracting opportunities likely to achieve MBE/WBE/VBE goals;

• not imposing any limiting conditions which were not mandatory for all subcontractors;

• providing notice of subcontracting opportunities to M/W/VBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

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).

o A listing of all potential subcontractors contacted for a quotation on that work item;

o 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:

o The City's estimate for the work under a specific subcontract;

o The bidder's own estimate for the work under the subcontract;

o An average of the bona fide prices quoted for the subcontract;

o Demonstrated increase in other contract costs as a result of subcontracting to the M/W/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 Contractor 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 Proposal due date.

The notice requirement of this Section will be satisfied if a firm submitting a Proposal 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 Contractor may use. Proof of notification prior to Proposal submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the Proposal 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 request for Task Order Proposals for such Task Order, the specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection "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 Task Order, whether before the Task Order Proposals are requested, during the solicitation or award process, before or during negotiation of the Task Order, or during the performance of the Task Order.

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

6.6. Procedure to Determine Bid/Proposal Compliance

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

- An MBE/WBE and VBE compliance plans demonstrating how the bidder plans to meet the Goals; and/or
- A request for reduction or waiver of the as set forth in these Special Conditions. 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 or Task Order Specific Goals.

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

(1) Schedule C-3: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The Contractor must submit the appropriate Schedule C-3 with the Task Order Proposal for each MBE and WBE included on the Schedule D-3. Suppliers must submit the Schedule C-3 for Suppliers, first tier subcontractors must submit a Schedule C-3 for Subcontractors to the Contractor and second or lower tier subcontractors must submit a Schedule C-3 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-3, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Each Schedule C-3 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-3 has been submitted with the bid, an executed original Schedule C-3 must be submitted by the Contractor for each MBE and WBE included on the Schedule D-3 within five business days after the date of the Task Order Proposal opening.

Failure to submit a completed Schedule C-3 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-3, 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 Contractor is a joint venture and the Proposal includes the participation of a MBE/WBE joint venture partner on any tier (either as the bidder or as a subcontractor), the Contractor must provide a copy of the current joint venture agreement and a Schedule B along with all other requirements listed in the Section entitled, " 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 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 Master Consulting Contract and any Task Orders issued under it. 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-3: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-3 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. 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 "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-3. 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-3 must conform to those presented in the submitted Schedule C-3. If Schedule C-3 is submitted after the opening, the bidder may submit a revised Schedule D-3 (executed and notarized to conform with the Schedules C-3). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Task Order 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, 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-3 and D-3.

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 Proposal. If the application is not approved, the Contractor must show that it has made good faith efforts to meet the Task Order 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-3: Letter of Intent from VBE to Perform as Subcontractor, Supplier and/or Consultant.

The Contractor must submit the appropriate Schedule C-V-3 with the Task Order Proposal for each VBE included on the Schedule D-V-3. Suppliers must submit the Schedule C-V-3 for Suppliers, first tier subcontractors must submit a Schedule C-V-3 for Subcontractors to the Contractor and second or lower tier subcontractors must submit a Schedule C-V-3 for second tier Subcontractors. Each Schedule C-V-3 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-V-3 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-3 has been submitted with the bid, an executed original Schedule C-V-3 must be submitted by the Contractor for each VBE included on the Schedule D-V-3 within five business days after the date of the Task Order Proposal opening.

Failure to submit a completed Schedule C-V-3 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 1) the City certifying the firm as a VBE, 2) Cook County certifying the firm as a VBE, 3) the State of Illinois certifying the firm as a qualified service-disabled veteran-owned small business or qualified veteran-owned small business pursuant to 30 ILCS 500/45-57 or 4) the United State Department of Veterans Affairs approving the firm as a service-disabled veteran-owned small business or veteran-owned small business 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-3, 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 Contractor is a joint venture and the Proposal includes the participation of a VBE joint venture partner on any tier (either as the bidder or as a subcontractor), the Contractor must provide a copy of the current joint venture agreement and a Schedule B along with all other requirements listed in the Section entitled, " 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 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 VBEE to be dedicated to the performance of the Master Consulting Contract and any Task Orders issued under it. 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-3: Required Schedules Regarding VBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-V-3 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 the Section entitled "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-3. 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-3 must conform to those presented in the submitted Schedule C-V-3. Bidders shall not be permitted to add VBEs after bid opening to meet the Task Order 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-3 and D-V-3.

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 or Task Order by the City, execute formal contracts or purchase orders with the MBEs, WBEs and VBEs included in their approved MBE/WBE and VBE Utilization Plan. 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, or compatible structure that can be uploaded into C2 or City's current system, on or before the fifteenth (15th) day of each month. For purposes of this Contract, all subsequent references to C2 shall mean C2, or the City's current system, or a compatible structure that can be uploaded into C2 or City's current system, unless the context provides otherwise.

c. 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 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 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 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:

a) Unavailability after receipt of reasonable notice to proceed;

b) Failure of performance;

c) Financial incapacity;

d) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

e) Failure of the subcontractor to meet insurance, licensing or bonding requirements;

f) The subcontractor's withdrawal of its bid or proposal; or

g) De-certification of the subcontractor as a MBE, WBE or VBE (graduation from the MBE/WBE or VBE program does not constitute de-certification).

h) Termination of a Mentor Protégé Agreement.

6.8.2. Procedure for Requesting Approval

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

a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a 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 VWBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.

b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.

c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Task Order Specific Goal by substituting a MBE, WBE or VBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements described above. If the MBE, WBE or VBE Task Order Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE or non-VBE.

d) 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 or WBEs or VBE have a fair opportunity to bid on the new scope of work.

e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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; 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 or Task Order 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 or 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 or 2-92-955, within 15 business days of the final determination.

6.10. Arbitration

a) In the event a contractor has not complied with the contractual MBE/WBE/VBE percentages in its Schedule D-3 and/or D-V-3, 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. The Ordinance and contracts subject thereto provide that 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 this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE/VBE.

b) 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 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.

c) 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.

d) 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 MBE and WBE requirements set forth in these Special Conditions will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments follow, all attachments and schedules as follows:

- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-3: MBE/WBE Letter of Intent To Perform as a Subcontractor, Supplier and/or Consultant.
- Schedule D-3: Affidavit of Prime Contractor Task Order Services Contract MBE/WBE Compliance Plan
- Schedule C-V-3: VBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant
- Schedule D-V-3: Task Order Services Compliance Plan Regarding VBE Utilization

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

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

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

(Date)

Specification No.: _____

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 Disadvantaged/ Minority/Women Business Enterprise contract goal. 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/VBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

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,

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 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 all 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:

A. Joint venture check signing:

_____

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

_____

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

_____

D. Acquisition of lines of credit:

_____

E. Acquisition and indemnification of payment and performance bonds:

_____

F. Negotiating and signing labor agreements:

_____

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

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

VIII. Financial Controls of joint venture:

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

B. Identify the "managing partner," if any, and describe the means and measure of 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)

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

_____

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)

SCHEDULE D-3

Affidavit of Prime Contractor

Task Order Services Contracts

MBE/WBE Compliance Plan

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Contract PO No.:_____

Task Order Project Description:_____

I HEREBY DECLARE AND AFFIRM that I am the_____and a duly authorized representative of Title of Affiant)

_____

(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subcontractor/sub-consultant/ or supplier. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago or Cook County (current letter of certification attached).

I. Complete this section for each MBE/WBE participating on this Task Order:

1. Name of MBE/WBE Firm:_____

Address:_____

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

2. Name of MBE/WBE Firm:_____

Address:_____

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

3. Name of MBE/WBE Firm:_____

Address:_____

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

4. Name of MBE/WBE Firm:_____

Address:_____

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

5. Name of MBE/WBE Firm:_____

Address:_____

Contact Person/Title:_____

Phone Number:_____

Dollar Value of Participation: $_____

Percentage of Participation: %_____

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

Total Participation % _____

If indirect participation is being used to show good faith efforts, describe in detail the services that will be performed and provide detailed project information (i.e., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

_____

_____

_____

6. Attach Additional Sheets as Needed

II. Summary of Direct MBE/WBE Proposal

1. MBE Direct Participation

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

Total Direct MBE Participation

2. WBE Direct Participation

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

Total Direct WBE Participation

III. Summary of Indirect MBE/WBE Proposal (Use if making a showing of 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.)

1. MBE Indirect Participation

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

Total Indirect MBE Participation

2. WBE Indirect Participation

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

Total Indirect WBE Participation

The 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:_____

_____ 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:_____

SCHEDULE C-V-3

VBE Letter of Intent to Perform as a

Subcontractor, Supplier, or Consultant

Contract PO No.:

Task Order Project Description: _____

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 Certification Letter, effective _____ (Date) to _____ (Date).

The undersigned is prepared to perform the following services in connection with the above-named Task Order. 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 an approved Task Order 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)

SCHEDULE D-V-3

Compliance Plan Regarding VBE Utilization

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

BID TO BE REJECTED. DUPLICATE AS NEEDED.

Contract PO No:

Task Order Project Description:

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 submitted with the Schedule C-V-3s describing our proposed plan to perform as a subcontractor/sub-consultant or supplier. All VBE firms included in this plan have been certified (current Letters of Certification Attached).

I. Direct Participation of VBE Firms:

A. Complete this section for each VBE participating on this Task Order:

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 % _____

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: _____

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 (%)

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:_____

ARTICLE 7. INSURANCE REQUIREMENTS

DWM [Spec #1328065] 2025 ARCH/ENGINEERING

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.

7.1. INSURANCE REQUIRED FROM CONTRACTOR[1]

7.1.1. Workers' Compensation and Employer's Liability

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.

7.1.2. 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. The policy shall be written on an occurrence basis, with coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 (current edition), or equivalent.This insurance shall include, but not be limited to, coverage for bodily injury, personal injury, and property damage liability (including loss of use), personal and advertising injury, premises and operations liability, products/completed operations (for a minimum of five (5) years following project completion), explosion, collapse, underground property damage, separation of insureds, defense, contractual liability, no exclusion for damage to work performed by subcontractors, any limitation of coverage for designated premises or project is not permitted, 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. 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.

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[1] *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.*

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.

7.1.3. 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.

7.1.4. Umbrella or Excess Liability

Umbrella or Excess Liability Insurance must be maintained with limits of not less than $**5,000,000** 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.

7.1.5. Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $**10,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions, and/or 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 five (5) years.

7.1.6. Cyber Liability

Cyber Liability must be maintained with limits of not less than $**10,000,000** for cyber incident and coverage must include the following:

• Liability for system failure, network failure, security breaches, including loss or unauthorized access, use or disclosure of sensitive data or proprietary data, whether by Contractor or any subcontractor or cloud service provider used by Contractor;

• Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;

• Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;

• Liability for technological products and/or services provided by or created by Contractor, including intellectual property infringement or misappropriation.

• Liability for professional services provided by Contractor;

• PCI fines, fees, penalties, and assessments;

• Costs associated with social engineering fraud loss, and cyber extortion payment and response costs;

• First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;

• Costs of restoring, updating, or replacing data; and

• Liability losses connected to network security, privacy, and media liability.

The City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Contractor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Contractor will be responsible for all deductibles, self-insured retentions or waiting period requirements. Contractor shall provide any coverage sublimits under the policy. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Contractor shall maintain coverage that meets these requirements for a period of not less than two (2) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a two (2) year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

7.1.7. Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Contractor, the Contractor must maintain applicable Pollution Liability Insurance with limits no less than **$1,000,000** per occurrence or claim and **$2,000,000** aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. If the services involve lead based paint or asbestos identification/remediation, the Policy shall not contain a lead-based paint or asbestos exclusion.

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 City is to be named as an additional insured on a primary, non-contributory basis. The Contractor and any Subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. 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.

7.1.8. Property

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.

7.1.9. 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.

7.1.10. Blanket Crime (when applicable)

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

7.1.11. 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.

7.1.12. 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.

7.1.13. 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 must have limits of not less than the requirement of the operating

railroad 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.

7.1.14. 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.

7.2. 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 the 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. Consistent with State law, 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. See 215 ILCS 5/143.16 and 143.17(a). 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. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved 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.

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 when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section 7.1., Insurance Required. Contractor must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the appropriate coverage limits for Subcontractor(s) may be determined by Contractor, but these limits must be adequate to cover all potential liabilities. Should Contractor accept coverage limits from Subcontractor(s) less than those outlined in Section 7.1., Contractor shall be responsible for any gap in the required coverage limits in the event of a loss. Contractor shall determine if Subcontractor(s) must also provide any additional coverages. Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section 7.2., Additional Requirements. When requested by the City, Contractor must provide to the City all physical copies of 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 Subcontractor(s) to comply with required coverage(s) 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.

ARTICLE 8. SIGNATURE PAGE

Contract Number: <<click and type number>>

Specification Number: 1328065

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

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1: SCOPE OF SERVICES

EXHIBIT 2: SCHEDULE OF COMPENSATION

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)

EXHIBIT 5: 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 6: MYCOI

Unless otherwise provided for by the authorized representative of the Department of Procurement Services ("City"), Contractor must register with the City's online insurance certificate portal using the designated email registration link as described below and as specified in this Exhibit. Accordingly, Contractor must provide a valid email address for both the Contractor and Contractor's insurance agent or provider, as described in further detail in this Exhibit.

Contractor shall be responsible for ensuring that Contractor's insurance agent or provider responds to requests generated by and sent via email from the City's online insurance certificate portal requiring the upload of a certificate of insurance (COI) or any other required insurance documents directly into the portal. Contractor is further responsible for ensuring that any requests for insurance documentation during the Contract term are provided through the City's online insurance certificate portal and that all such information uploaded is accurate and meets the requirements of Article 7.

COIs may not be submitted to the City via mail, email, fax, or other means unless specifically requested or agreed to by the City in that format. Contractor shall not be authorized to begin work or receive payment prior to registration in and receipt of COI in the City's online insurance certificate portal, without the written authorization of the City Comptroller.

MYCOI Registration

Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOItracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOItracking.com, certificaterequest@myCOIsolution.com

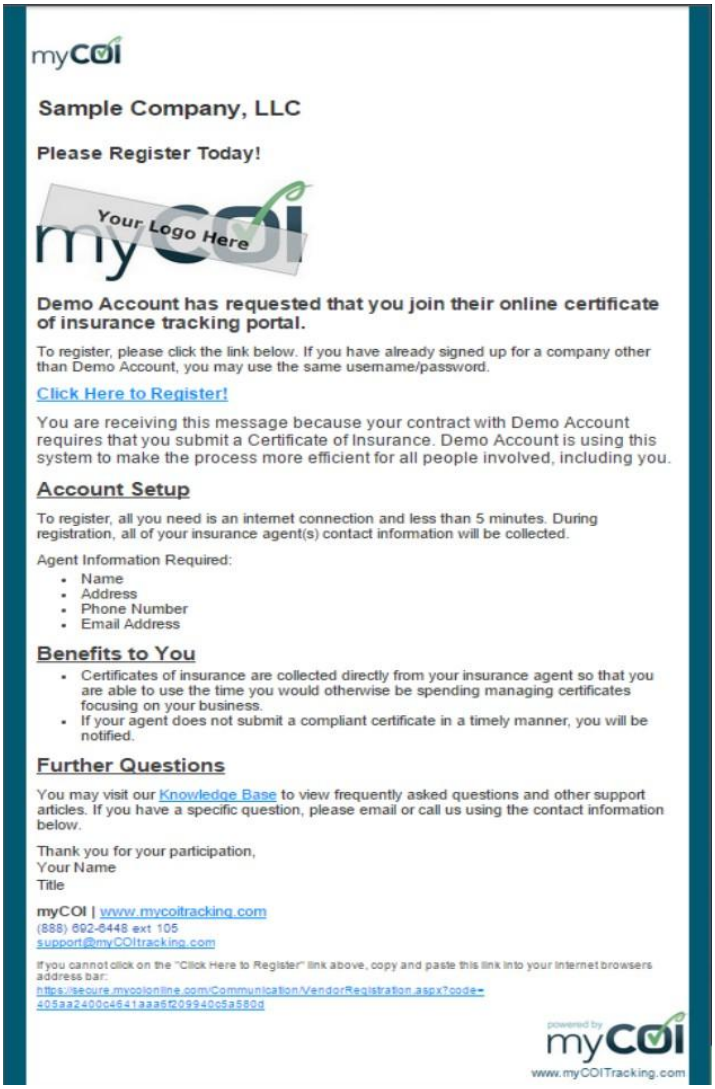
If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOItracking.com.

TRACKING SUCCESS

The Vendor Registration Process

myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign- in information and provide some basic contact information for your insurance agent.

From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.



myCOI

Sample Company, LLC

Please Register Today!

Your Logo Here

Demo Account has requested that you join their online certificate of insurance tracking portal.

To register, please click the link below. If you have already signed up for a company other than Demo Account, you may use the same username/password.

Click Here to Register!

You are receiving this message because your contract with Demo Account requires that you submit a Certificate of Insurance. Demo Account is using this system to make the process more efficient for all people involved, including you.

Account Setup

To register, all you need is an internet connection and less than 5 minutes. During registration, all of your insurance agent(s) contact information will be collected.

Agent Information Required:

- Name
- Address
- Phone Number
- Email Address

Benefits to You

- Certificates of insurance are collected directly from your insurance agent so that you are able to use the time you would otherwise be spending managing certificates focusing on your business.
- If your agent does not submit a compliant certificate in a timely manner, you will be notified.

Further Questions

You may visit our Knowledge Base to view frequently asked questions and other support articles. If you have a specific question, please email or call us using the contact information below.

Thank you for your participation,
Your Name
Title

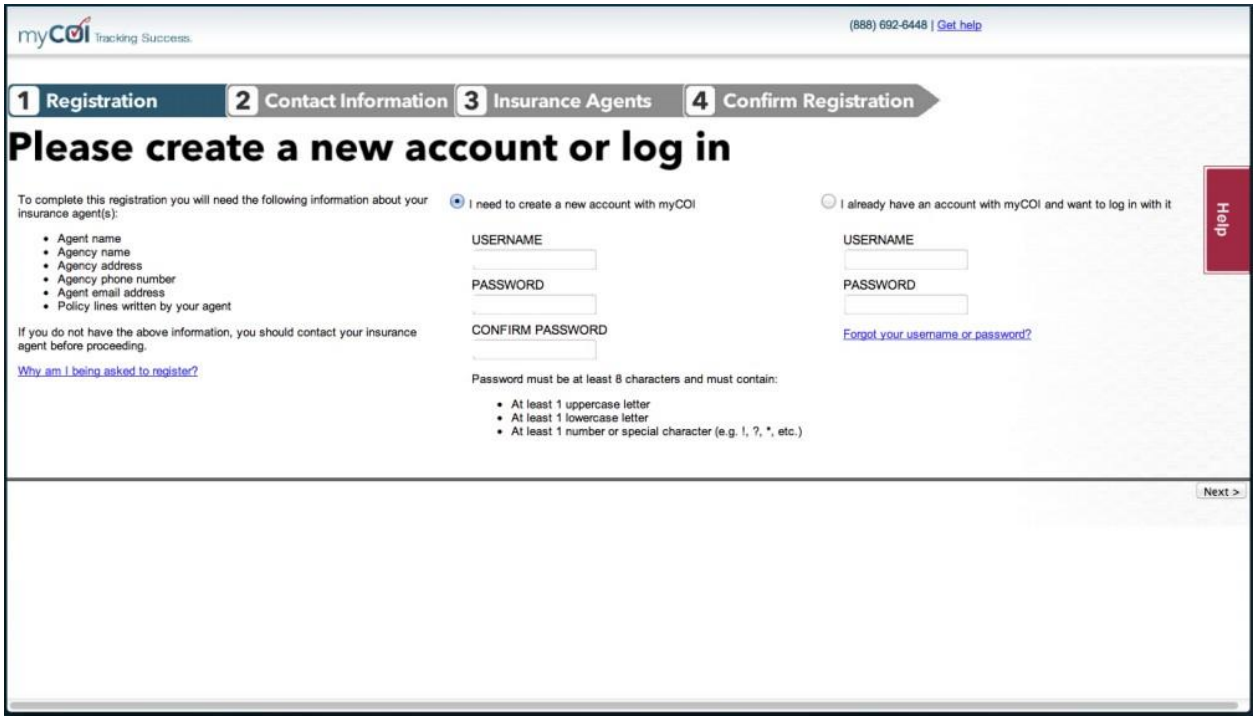
myCOI | www.mycoitracking.com
(888) 692-6448 ext 105
support@myCOItracking.com

If you cannot click on the "Click Here to Register" link above, copy and paste this link into your internet browsers address bar:
https://secure.mycoionline.com/Communication/VendorRegistration.aspx?code=405aa2400c4641aaa6f209940c5a580d

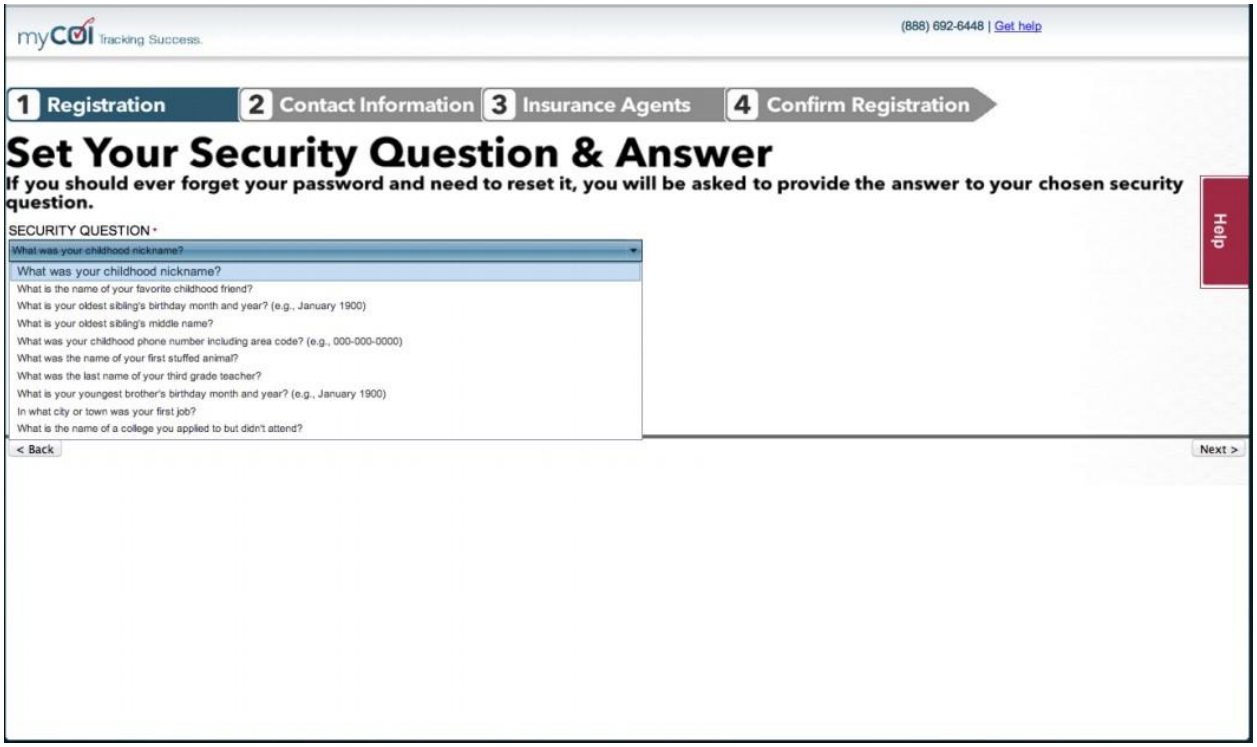
powered by myCOI
www.myCOITracking.com

The process begins with you receiving a registration invitation from myCOI. Selecting the "Click Here to Register" link will begin take you directly to the registration page.

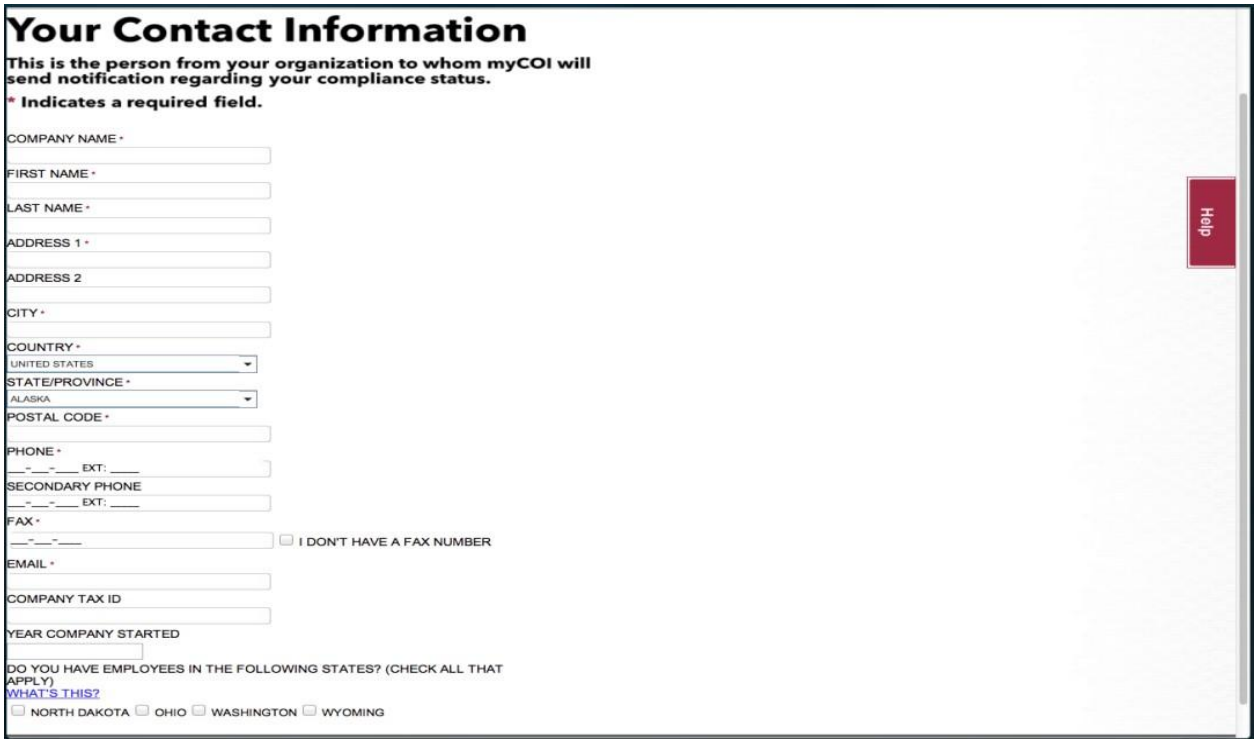
The first page of the registration will ask you to set up a user name and password.



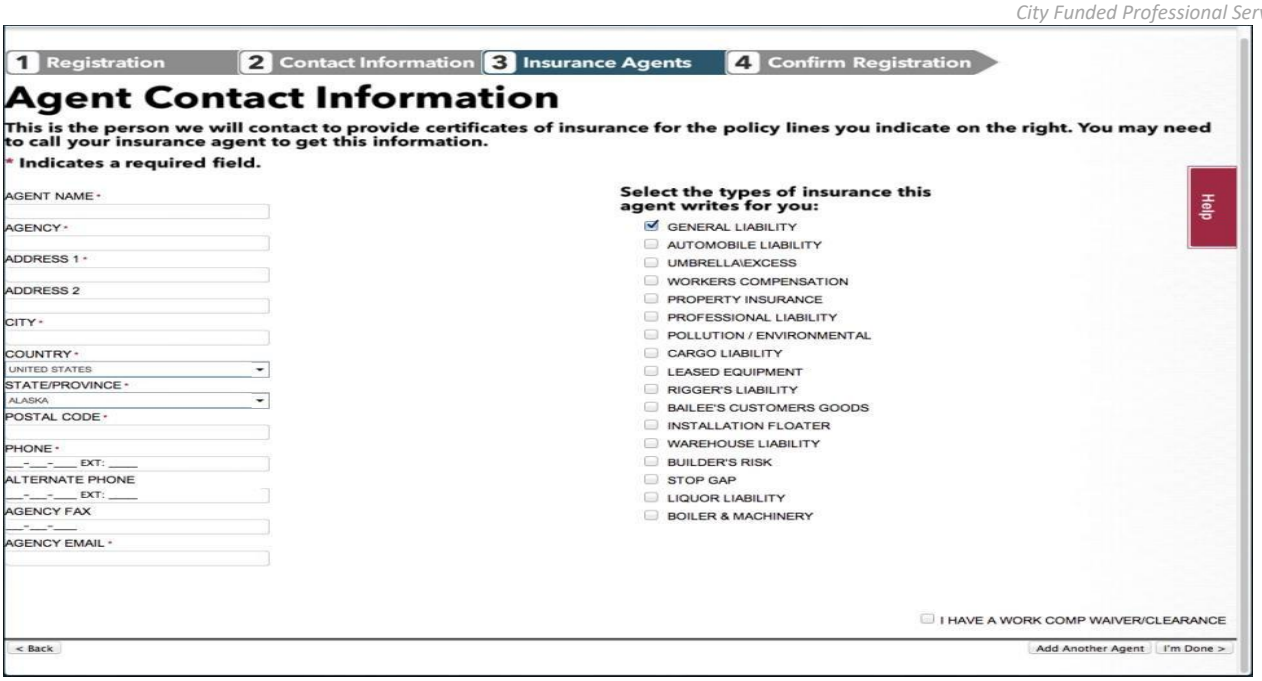
Next, you will then set a security question.



The next part of the registration will ask you to review and confirm that the contact information myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.



Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.



Once you are finished adding your insurance agent(s), click the "I'm Done" button.

Including the agent's correct email address and selecting the correct types of insurance the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.

This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration, to obtain a copy of the certificate of insurance and any other necessary insurance related documents.