

Amusement Vendor Request for Proposal

The City of Chicago, through its Department of Cultural Affairs and Special Events (the “City”) is seeking proposals from qualified amusement ride (Ferris Wheel) vendors to operate at the Taste of Chicago (the “Event”) held at the Chicago Cultural Center from September 5, 2025 through September 7, 2025.

Scope

Name of Event: Taste of Chicago 2025

Estimated Number of Attendees: 200,000

Expectations of Operator (rides, pricing, etc.): Ferris Wheel (\$10-\$12 per ride)

Vendor shall be responsible for providing and maintaining their own Point-of-Sale system and/or cash management system. Vendor shall be entitled to keep 100% of its revenue generated.

Additional details and requirements are attached herein as Exhibit 1 “Detailed Scope of Services”.

Submission of Questions or Requests for Clarifications

All questions or requests for clarification must be in writing, sent by email to joshua.schwimer@cityofchicago.org, and directed to the attention of JT Schwimer, Department of Cultural Affairs and Special Events, Room 400 of Chicago Cultural Center and must be received no later than August 6, 2025 at 4:00 p.m. Central Standard Time.

Any questions that are not general in nature will be addressed via an Addendum to be posted by August 8, 2025, at 4:00 p.m. Central Standard Time.

Deadline and Procedures for Submitting Proposals

To be assured of consideration, Proposals must be received by the City of Chicago, Department of Cultural Affairs and Special Events via email submission to joshua.schwimer@cityofchicago.org no later than 3:00 p.m. Central Standard Time on August 15, 2025.

The City may, but is not required to, accept Proposals that are not received by the date and time set forth above. Only the Commissioner is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Commissioner.

Failure to meet the deadline due to electronic delivery or other issues will not excuse the Respondent from the deadline requirement. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

Proposals must be delivered to the following address:

Clinée Hedspeth, Commissioner

City of Chicago
Department of Cultural Affairs and Special Events

Attention: JT Schwimer
joshua.schwimer@cityofchicago.org

Respondent must submit one (1) electronic copy of the Proposal. The documents must be clearly marked as “ORIGINAL” and must bear the signature of an authorized corporate agent on all documents requiring a signature.

Event Schedule

- (a) Vendor must complete the initial delivery, installation and inspection of all equipment by COB on September 4, 2025.
- (b) Vendor must open for business, ready and able to serve customers by 11:00am each day of its participation in the Event.
- (c) Vendor must close its Site to sales each day of its participation in the Event at the scheduled closing time for that day.
- (d) Vendor must clear the Site of any and all trash by midnight of each day of its participation in the Event. Vendor must surrender the Site to the City no later than midnight of the last day of its participation in the Event. These activities are subject only to those delays that directly prevent Vendor from meeting the time requirements and that are caused by acts of nature, strikes, fire or other causes beyond Vendor's reasonable control.

City Obligations

The City will provide Vendor with a mutually agreed upon number of tents, tables, and chairs to facilitate a proper ticketing operation. Additionally, the City will provide the necessary electricity needed for the ticketing booth, however, Vendor must bring in their own generator to operate the Ferris Wheel.

Proposal Submission

Submitters shall complete the attached Exhibit 2 “Proposal Submission”, detailing their proposed Participation Fee (to be paid to the City) and their proposed amusement offerings. Submitters shall be expected to provide at the Events the same items for the same prices as those proposed in their Proposal Submissions.

Submitters shall also provide information in support of their Proposal that describe any qualifications, experience, and overall ability to fulfill the requirements of this solicitation.

Additionally, Submitters shall include with their submission:

- (a) A copy of their City of Chicago Business License
- (b) A copy of their State of Illinois Certificate of Registration

Sample Amusement Vendor Agreement

Submitters shall review the sample Amusement Vendor Agreement attached as Exhibit 3 “Amusement Vendor Agreement” and note any exceptions to the Amusement Vendor Agreement in their proposal submission.

Submitters will be required to complete the Economic Disclosure Statement and provide a certificate of insurance/endorsement detailing the required coverages if awarded this contract.

Evaluation Criteria and Selection

An Evaluation Committee, which will include the representatives from DCASE, will review Proposals from eligible parties (those parties who are properly licensed and hold any certificates that are required to serve and sell the menu items proposed in their Proposal) and evaluate the Proposal received based on the following Evaluation Criteria:

- (a) Proposed Amusement Items
- (b) Participation Fee
- (c) Licenses and Certificates
- (d) Exceptions to the Amusement Vendor Agreement
- (e) Other information provided by the submitter in their submission

The Evaluation Committee will place the greatest emphasis on the Proposed Amusement Items and Participation Fee in its evaluation. After the Evaluation Committee completes its review of Proposals, it may submit to the Commissioner, for concurrence, a recommendation to select a submitter or a recommendation to reject any or all Proposals.

The City reserves the right to terminate this solicitation at any stage if the Commissioner determines this action to be in the City's best interests.

Post-Contract Award

At any time, if the selected Vendor makes any material change to the Proposed Amusement Items, DCASE reserves the right to terminate the Amusement Vendor Agreement and invite the second-highest ranked submitter to participate in the Event.

EXHIBIT 1

DETAILED SCOPE OF SERVICES

I. Introduction

The Department of Cultural Affairs and Special Events (“DCASE”) produces an outdoor summer festival known as Taste of Chicago held in Grant Park each summer. DCASE takes possession of this public park including all streets, walkways and green space and transforms it into a controlled festival site. Within the festival site DCASE installs temporary infrastructure including food and beverage booths, performance stages and entertainment zones to accommodate the festival attendees. Furthermore, DCASE has designated a location within the festival grounds footprint for a Ferris Wheel (“Wheel”).

DCASE requests proposals from qualified, licensed amusement companies to provide and operate a Wheel which meet requirements listed below in this detailed specification. The Vendor shall deliver, install, operate, staff and remove the Wheel in a location specified by DCASE. The Vendor is expected to follow a strict delivery schedule operating guidelines generated by DCASE.

II. Festival Data

a. **Festival Dates:** Friday, September 5 – Sunday, September 7, 2025

b. **Festival Hours:**

- Friday, September 5 - 11:00am – 9:00pm
- Saturday, September 6 - 11:00am – 9:00pm*
- Sunday, September 7 - 11:00am – 9:00pm

**On Saturday, September 6, 2025 the Taste of Chicago partners with RUN MAG MILE (5K & 10K Run / Walk that starts / ends inside the Taste of Chicago from 7AM – 11AM. Select areas of the Taste of Chicago are open for runners to enjoy. Expected runners is approximately 6,000.*

c. **Anticipated 2025 Attendance:** 200,000 (estimate)

d. **Festival Location:** Grant Park, Chicago; <https://www.chicagoparkdistrict.com/parks-facilities/grant-park/>

e. **Festival Grounds:** Festival map provided in Attachment A

f. **Designated Wheel Location:** Exhibit 1

- Columbus just north of Balbo (see attached)

III. WHEEL REQUIREMENTS

1. **Ferris Wheel**

The Wheel must meet the following requirements:

- a. The Wheel for this specification shall be a portable gondola type wheel and must conform to all applicable ASTM (American Society for Testing and Materials) amusement ride standards in effect at the time of contract award.
- b. The Wheel must have the following passenger seating capacities:
 - Number of gondolas – 20

- Maximum number of passengers per gondola – 6 adults or 8 children
 - Maximum total passenger weight per gondola – 1296 lbs.
 - Maximum total number of passengers – 120 adults or 160 children
 - Maximum total passenger weight – 25,920 lbs.
 - Loading – 4 gondolas simultaneously
 - ADA accessible
- c. The Wheel must be able to perform the following:
- Direction of travel – clockwise and counter clockwise
 - Clockwise speed – 2.5 rpm (maximum)
 - Ability to withstand a maximum wind speed of 35 mph - operating
 - Ability to withstand a maximum wind speed of 80 mph - static
- d. The weight of the Wheel while empty must not exceed 195,000 lbs.

IV. VENDOR REQUIREMENTS

- a. The Wheel must be owned or leased by the Respondent Vendor and not sub-contracted from a third party.
- b. The Vendor must be certified and possess all licenses to operate amusements within the City of Chicago, Cook County and the State of Illinois.
- c. The Vendor must provide the City of Chicago, upon request, with a certified history of the Wheel including the past 3 years of daily inspection logs, insurance inspection logs and loss runs on the Respondent's general liability policy.
- d. The Vendor must supply all power requirements necessary to operate the Wheel.
- e. The Wheel must be clean and all lights in working condition. The Wheel's exterior must be free of peeling paint, dirt and /or grease, oil etc. The Wheel's seating must be free of excessive wear, tears etc.
- f. The Vendor must evidence that its onsite personnel have completed thorough background screening in accordance with the Vendor's Human Resources policies and hiring criteria. DCASE requires, at minimum, all onsite personnel have successfully passed illegal drug, criminal and sex offender screenings.
- g. The Vendor must install a security barrier/barricade system which secures the perimeter of the Wheel and also serves as a queuing/exiting scheme for amusement riders.
- h. The Vendor must provide a staff of properly trained and experienced personnel for the purpose of all related operation, repairs and required maintenance of the Wheel through the full stay at the festival site and to adequately perform the following duties while the Wheel is open to the general public:
 - Charge consumers to ride the Ferris Wheel at no more than \$10 per ride for a child and \$12 per ride for adults. (Vendor must safely and securely manage all payment systems including the use of credit cards and cash from the consumer)
 - Load and unload passengers in a safe and orderly fashion

- Monitor the safety of the passengers in and around the Wheel
 - Alert DCASE officials of any safety concerns
- i. The Vendor must secure all necessary permits and certifications from the City of Chicago, Department of Buildings and any other governmental agency(s) requiring licensing and inspection of amusement rides. The Wheel must be operational one day prior to the opening of the festival for inspection by the Department of Buildings and any other governmental agency(s) requiring inspection of amusement rides. It is the responsibility of the Vendor to schedule and inspection(s) with the Department of Buildings and the appropriate governmental agency(s).
 - j. The Respondent may not display any non-authorized company logo or name anywhere on the Wheel. DCACE retains the exclusive right to display festival sponsor material (i.e. banners, decals) on Wheel and in the general area of the amusement rides.
 - k. The Respondent must secure all required insurance coverages issued by the City of Chicago, Department of Finance, Risk Management Division. (Exhibit 2)
 - l. The successful Respondent must enter into an agreement with the City and meet the terms of the agreement in regards to insurance coverage, indemnification and special conditions. (sample terms and conditions found in Exhibit 3)
 - m. It is the Vendor's responsibility to perform the Services consistent with good safety practices in the safest manner possible. The health and safety of all Vendor's staff and the general public is the responsibility of the Vendor. To ensure the safest possible conditions exist at this event, all personnel must adhere strictly to all current workplace requirements including Occupational Health & Safety Regulations, Federal, State statutes and municipality applicable codes.

V. DELIVERY, OPERATION AND BREAK OUT SCHEDULE

- a. The Wheel can be delivered to the festival no earlier than 9:00am, Wednesday, September 3, 2025. At the time of delivery, the Vendor will notify the Festival Operations Coordinator of the equipment's arrival. At this time, the DCASE Operations Coordinator will confirm and spot the Wheel's operating location. The Vendor will be notified of the Wheel's operating location prior to load-in.
- b. The Rides must be operational and inspected no later than COB, Thursday, September 4, 2025. The Wheel must be fully operational and able to load passengers at 11:00 am Friday, September 5, 2025. The Wheel will remain in operation through Sunday, September 7, 2025.
- c. The hours of operation for the Rides are as followed:
 - Friday, September 5 - 11:00am – 8:45pm
 - Saturday, September 6 - 10:00am – 8:45pm*
 - Sunday, September 7 - 11:00am – 8:45pm

**Run Mag Mile Runners typically stay onsite at Taste of Chicago in the morning, we would be interested in opening the Ferris Wheel early on Saturday, September 6 to offer runners the ability to purchase tickets and ride the Ferris Wheel.*
- d. The Vendor will be responsible for off site, long term parking arrangements for all company delivery, transport vehicles. The festival grounds cannot accommodate any vehicles, sleeping quarters, etc.

- e. The Wheel must be disassembled and removed from the festival site no later than noon, Monday, September 8, 2025.
- f. Vendor will manage ride sales and provide at Wheel location: a payment booth (DCASE to provide tenting if needed); credit card terminal; and ticket booth operator. This will allow for festival attendees to pay for rides via credit card and cash for ticket transactions at the Wheel location.

VI. COST PROPOSAL

Vendor shall provide in its Cost proposal a flat-rate Participation Fee to be paid to the City of Chicago for participation in the Event.

Vendor will retain all proceeds from the tickets sales of the Ferris Wheel.

Proposals must be all-inclusive and include a flat rate payment to the City for the rental of the Wheel which includes the rental period, all delivery, set up, removal, labor, fuel, additional equipment, etc.

ATTACHMENT A
FESTIVAL GROUNDS

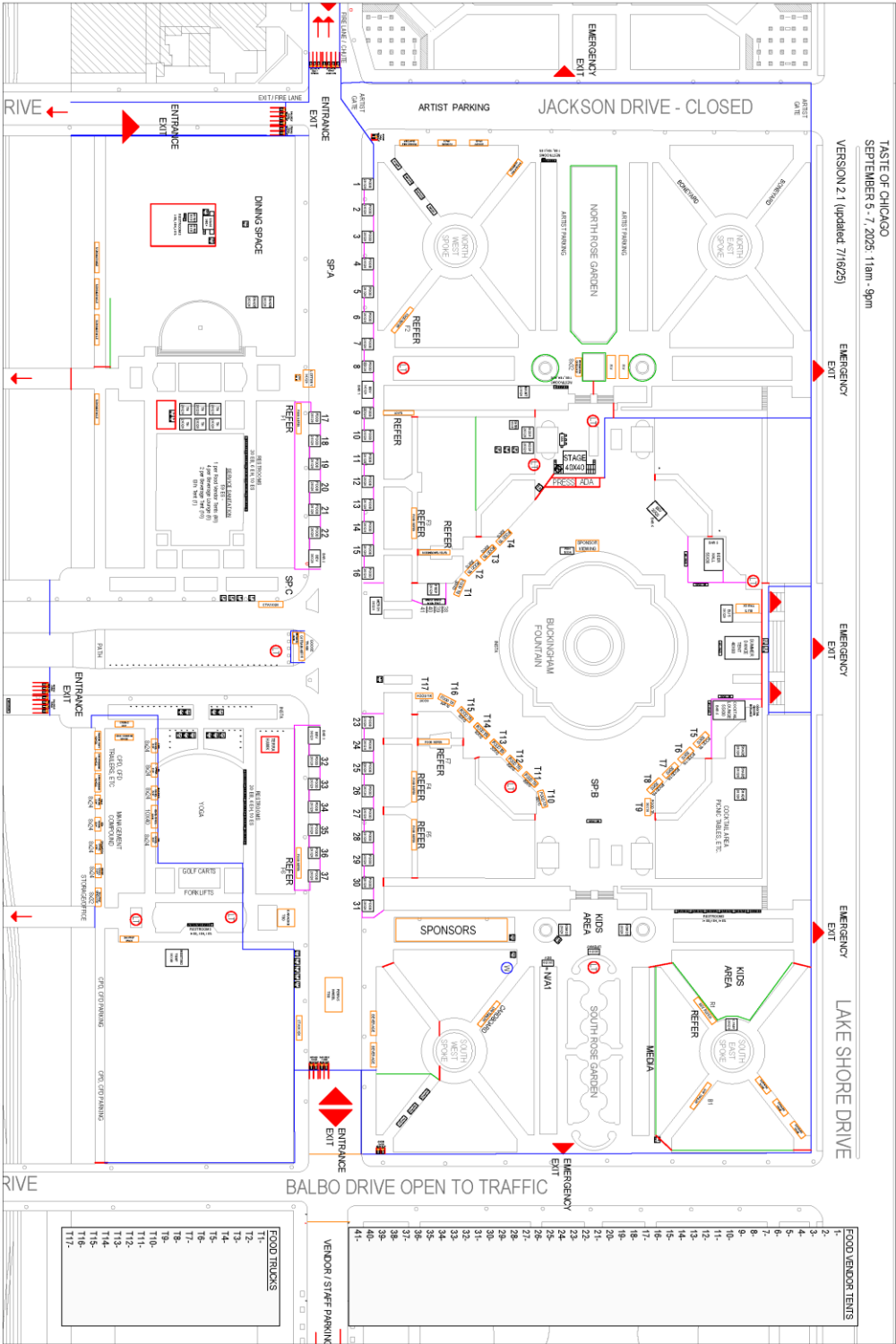


EXHIBIT 2 PROPOSAL SUBMISSION

General Information:

Submit 1 original of a proposal addressing all requirements in this specification in the following sequence. Proposals must be separated by Sections and identified by the headings of each sub section in Exhibit 2..

- On company letterhead provide a written detailed history, signed by an authorized representative of the company, identifying its ownership, length of time in business, number of employees etc.
- Insurance carrier information
- Identify the project manager
- Serial number, manufacturer, age, etc. of all Rides proposed for this festival.

Site Plan

Include with its proposal, the Respondent must provide a detailed festival site floor plan for the Wheel Location referenced in Exhibit 1, Section 2, including queuing system, generator placement etc. and photos showing various views of the decor of the Wheel, samples of queuing systems and surrounding areas of past Wheel placements at previous festivals where the Respondent provided it services.

Ride Specifications:

A schematic of the proposed Wheel with dimensions and weights.

References:

A list of 5 festival references (organization name, phone number and contact person) for which similar amusement rentals have been performed. References must be from the 2022-2024 festival seasons.

Wheel Summary:

A copy of a certified performance history for the Wheel proposed including the original manufacturer's serial number, Vendor's certified proof of ownership and the inspection logs and loss run of the Ride as referenced above.

Human Resource Policies:

A copy of the Vendor's Human Resource Policies regarding background screening and hiring policies for onsite personnel.

Participation Fee. In consideration of the rights conferred on it by the Amusement Vendor Agreement, and within one week after execution of the Agreement (but in no event later than the first day of Vendor's participation in the Event), Vendor must deliver to the City a non-refundable participation fee in an amount totaling \$ _____ in the form of certified check made payable to the City of Chicago.

Proposed Amusement Rides. Solely for those dates during the Event and subject to the terms and conditions of the Amusement Vendor Agreement, the Vendor proposes to use the Site to operate and sell tickets to items at the prices listed below:

Product

Price per ride

EXHIBIT 3
SAMPLE AMUSEMENT VENDOR AGREEMENT

This amusement vendor agreement (“**Agreement**”) is made as of _____ by and between _____ (the “**Vendor**”) and the City of Chicago (the “**City**”), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting by and through its Department of Cultural Affairs and Special Events (“**Special Events**”), at Chicago, Illinois. The terms and conditions begin below as Exhibit 1.

SIGNED:

**CITY OF
CHICAGO**

Commissioner
Department of Cultural Affairs and
Special Events

(Legal Name of Vendor)

By: _____

Title: _____
(Must Be President)*

* In the event that this Agreement is signed by any individual other than the President, attach a copy of that section of corporate by-laws or other authorization, such as a resolution by the board of directors, which authorizes the individual to sign the Agreement for Vendor.

[Intentionally Blank]

EXHIBIT 1 TERMS AND CONDITIONS

SECTION 1. The Event

Subject to the terms of this Agreement, Vendor will operate and sell tickets to attractions described in Section 2.2 at the **Taste of Chicago** (the "**Event**") to be held at **Grant Park** from **September 5, 2025** through **September 7, 2025**.

SECTION 2. City's Obligations, Reservations

2.1 The Site(s). The City will provide Vendor with a mutually agreed upon number of tents, tables, and chairs to facilitate a proper ticketing operation. Additionally, the City will provide the necessary electricity needed for the ticketing booth, however, Vendor must bring in their own generator to operate the Ferris Wheel.

2.2 License to Use. Solely for those dates identified in Section 3.4 during the Event and subject to the terms and conditions of this Agreement, the City grants Vendor a license to use the Site to operate and sell tickets to items described in this Section 2.2. Vendor is licensed only to sell the items listed below at the Event, and Vendor must sell the items listed below at the prices listed below, unless such terms are modified in accordance with Section 2.3 of this Agreement.

<u>Product</u>	<u>Price per ride</u>
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2.3 Changes to Items and Prices. After this Agreement is executed, Vendor may request permission from Special Events to: (a) delete or substitute one or more ~~food~~ items listed in Section 2.2. All of those requests must be made in writing, and must be delivered to the Department of Cultural Affairs and Special Events. The Commissioner of the Department of Cultural Affairs and Special Events ("**Commissioner**") has the right to approve or reject, in his sole discretion, any changes to the items or the price per ride of those items, from the items-and prices listed in Section 2.2. Vendor must not effectuate any changes without the prior written approval of the Commissioner.

2.4 Restrictions on Distribution of Items. The City has the right to control all aspects of the Event, including Vendor's participation in it, to maintain the City's goal of

projecting the City and the Event in the best possible light. Vendor must not sell or distribute any materials except as authorized by the Commissioner or his authorized representative. In determining what materials may be distributed by Vendor on the Site, the Commissioner will use only the following criteria:

- (a) the materials must promote: (1) Vendor's product or service, or (2) the Event itself or scheduled activities at the Event;
- (b) the materials must not be likely to discourage family attendance at the Event;
- (c) the materials must be compatible with the scheduled activities at the Event;
- (d) the materials must not endanger public health or safety; and
- (e) the materials must not conflict with any contractual obligations to City sponsors.

SECTION 3. Vendor's Obligations

3.1 Participation Fee. In consideration of the rights conferred on it by this Agreement, and within one week after execution of the Agreement (but in no event later than the first day of Vendor's participation in the Event), Vendor must deliver to the City a non-refundable participation fee in an amount totaling \$ [REDACTED] in the form of certified check made payable to the City of Chicago.

3.2 Sale of Approved Items Only. Vendor must serve and sell only those items listed in Section 2.2 at the prices listed there, and no other items or services except as may be approved in the manner described in Section 2.3.

Vendor shall be responsible for providing and maintaining their own Point-of-Sale system and/or cash management system.

3.4 Vendor Requirements. Vendor must provide and maintain all necessary food service equipment, a competent and sufficient staff and a sufficient quantity of the above- referenced food items to operate and sell continuously throughout the Event.

3.5 Service Schedule.

- (a) Vendor must complete the initial delivery, installation and inspection of all equipment by COB on September 4, 2025.
- (b) Vendor must open for business, ready and able to serve customers by 11:00am each day of its participation in the Event.
- (c) Vendor must close its Site to sales each day of its participation in the Event at the scheduled closing time for that day.
- (d) Vendor may allow pick-up and delivery trucks to enter the Event location no later than 9:00 A.M. on each day of its participation in the Event and no earlier than one-half hour after the closing time for each day of its participation in the Event or otherwise

as considered safe by the Chicago Police Department.

- (e) Vendor must clear the Site of any and all trash by midnight of each day of its participation in the Event. Vendor must surrender the Site to the City no later than midnight of the last day of its participation in the Event. These activities are subject only to those delays that directly prevent Vendor from meeting the time requirements and that are caused by acts of nature, strikes, fire or other causes beyond Vendor's reasonable control.
- (f) Vendor must operate and sell the items within the time limits required under the provisions of this Agreement, including in this Section 3.4. Further, **Vendor acknowledges that TIME IS OF THE ESSENCE and that the failure of Vendor to comply with the required time limits may result in economic or other losses to the City.**

Neither Vendor nor Vendor's agents, employees or subVendors 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 Vendor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

3.5 Vendor's Obligation to Maintain Site in Sanitary Condition.

- (a) At all times during its participation in the Event, Vendor must keep and maintain the Site and the immediately adjacent areas, including articles and equipment installed at the Site, all facilities and equipment, in a neat, clean and sanitary condition. On a regular and frequent basis Vendor must collect all garbage or rubbish that accumulates on the Site, and must deposit all of the garbage or rubbish in trash vehicles, dumpsters or other containers provided by the City for that purpose. Vendor must not use the trash containers made available for customer use.
- (b) Vendor must yield back and return to the City: the Site and the immediately adjacent areas, and all articles, equipment, and facilities furnished to Vendor in the condition in which Vendor received them from or through the City, reasonable wear and tear excepted. Vendor must pay the City for any cleaning, replacement or repair of the Site and its accompanying articles that the City performs after the completion of Vendor's participation in the Event as a result of Vendor's failure to yield and return them back in the required condition. Vendor equipment or other property not removed by the deadline set forth in section 3.4(f) above is considered to be abandoned and may become, at the City's option, the property of the City.
- (c) Vendor is financially responsible for and must pay fines and costs associated with any and all violations of disposal procedures established by the City, the Metropolitan Water Reclamation District of Greater Chicago, and any other governmental body having jurisdiction over the Site.

3.6 Compliance with All Laws.

- (a) Vendor must 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 Agreement, including those set forth in this Section 3.6, and Vendor must pay all taxes and obtain all licenses, certificates and other authorizations required by law. Vendor must require all subVendors to do so, as well. Further, Vendor must execute an Economic Disclosure Statement and Affidavit ("EDS"). **See Online City of Chicago EDS Instructions in Exhibit 2.** Notwithstanding acceptance by the City of the EDS, Vendor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. The EDS includes questions regarding building scofflaws and problem landlords. Vendor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Vendor must abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Vendor agrees that failure by the Vendor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Contract. **Upon completion of Online EDS, Vendor must submit a copy of the Certificate of Filing.**
- (b) Vendor must observe and comply with all rules, regulations or guidelines established for or applicable to the operation of the Event, including but not limited to those rules and regulations set forth in Chapter 4-8 of the Municipal Code of Chicago and in the State of Illinois Food Service Sanitation Code.
- (c) The Vendor and all its officers, directors, agents, partners and employees must cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapter 2-56 of the Municipal Code. Vendor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform subVendors of the provision and require understanding and compliance with it.
- (d) Vendor must comply with Chapter 2-156 of the Municipal Code. Vendor 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.

3.7 Key Personnel. Vendor must designate in writing to the Commissioner or his/her designee before the Event one or more authorized representatives who will be present at the Site, have authority to act on behalf of the Vendor, and who will be

available to the City at all times during the Event ("**Key Personnel**").

3.8 Health Certification. Before the Event, Vendor must, at its own cost and expense, cause at least one of its workers or employees to attend and obtain a certificate of completion from a Chicago Department of Health-approved training course. That original certificate must be prominently displayed at the Site. That certified worker or employee of Vendor must be present in a supervisory capacity at all times during the Event.

3.9 Permits and Licenses. Vendor must obtain and maintain, at its own cost and expense, all necessary permits, licenses, authorizations and assurances necessary to prepare, serve and sell food items for public consumption at the Event and Vendor must submit evidence of them to the City not less than 14 days before the Event.

3.10 Indemnification.

- (a) Vendor must defend and indemnify the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
 - (i) injury, death or damage of or to any person or property;
 - (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
 - (iii) failure to pay or perform or cause to be paid or performed Vendor's covenants and obligations as and when required under this Agreement or otherwise to pay or perform its obligations to any subVendor;
 - (iv) the City's exercise of its rights and remedies under Section 4 of this Agreement; and
 - (v) injuries to or death of any employee of Vendor, or any employee of Vendor's subVendor, under any workers compensation statute.
- (b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Vendor, its employees, agents and subVendors.
- (c) At the City Corporation Counsel's option, Vendor 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 Vendor of any of its obligations under this Agreement. 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.
- (d) To the extent permissible by law, Vendor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under

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

- (e) The indemnities contained in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Vendor's performance of services beyond the term. Vendor 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 Vendor's duties under this Agreement, including the insurance requirements under Section 3.13.

3.11 Limitation of Liability. The City, its employees, officials and agents are not liable for injury to Vendor's business or any loss of income from it or for damage to the goods, wares, merchandise or other property of Vendor, its employees, invitees, customers, or any other person in or about the Site. Also, neither the City nor its employees, officials or agents are liable for injury to Vendor, its employees, agents, or Vendors, whether that damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the damage or injury results from conditions arising upon the Site or from other sources or places, and regardless of whether the cause of this damage or injury or the means of repairing them is inaccessible to Vendor. In addition, neither the City nor its employees, officials or agents are liable for any damages arising, directly or indirectly, from any act or omission of any other participant in the Event, from customers at the Event or the general public.

3.12 Insurance. Vendor must provide and maintain at Vendor's own expense, until completion of the Services covered by this Agreement, and during the time period following final completion if Vendor is required to return and perform any additional services, the insurance coverages and requirements specified in Exhibit 3, insuring all operations related to this Agreement.

3.13 Warranties and Representations.

Vendor warrants, represents, and covenants to the City that:

- (a) Vendor is not in violation of Section 2-92-320 of the Municipal Code of Chicago which prohibits award of a contract to a party who has been convicted of, or admitted to, an act of bribery.
- (b) No member of the governing body of the City or other unit of its government, and no other officer, employee or agent of the City or other unit of its government who exercises any decision-making authority with regard to

this Agreement or the production of the Event, has any personal financial interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States, or the Illinois General Assembly and no Alderman or City employee will share any part of this Agreement or any financial benefit to arise from it.

- (c) No officer, agent or employee of the City is employed by Vendor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code of Chicago.
- (d) No payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any subVendors to Vendor or higher tier subVendors or anyone associated with them, as an inducement for the award of a subcontract or order.
- (e) Neither Vendor nor an Affiliate of Vendor, as defined below, appears on any of the following lists maintained by the named agencies or their successors: the Specially Designated Nationals List, as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury; the Denied Persons List, the Unverified List, or the Entity List, by the Bureau of Industry and Security of the U.S. Department of Commerce; the Debarred List, as maintained by the Department of State's Directorate of Defense Trade Controls; 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 of Vendor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Vendor. 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.

3.14 Confidentiality

- (a) All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Vendor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Vendor 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 Vendor 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. Vendor must implement such measures as may be necessary to ensure that its staff and its subVendors are bound by the confidentiality provisions in this Agreement.

- (b) Vendor 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 Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.
- (c) If Vendor 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 Vendor's possession by reason of this Agreement, Vendor must immediately give notice to the Commissioner 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, data or documents are submitted to a court or other third party. Vendor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

SECTION 4. Events of Default, Remedies.

4.1 Events of Default. The following constitute events of default:

- (a) Any material misrepresentation, written or oral, made by Vendor to the City;
- (b) Failure by Vendor to perform in accordance with the terms and conditions of this Agreement or to observe any or all of its provisions; and
- (c) Insolvency or bankruptcy on the part of Vendor or the assignment of assets for the benefit of creditors by Vendor, if this insolvency, bankruptcy, or assignment renders Vendor incapable of performing in accordance with and as required by this Agreement; and
- (d) failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under this agreement.

4.2 Remedies. When any event of default occurs, the City may:

- (a) declare an immediate and automatic forfeiture of any rights conferred by this Agreement, enter the Site and remove all persons from it or them, forcibly or otherwise;

- (b) terminate this Agreement;
- (c) request specific performance, an injunction or any other appropriate equitable remedy;
- (d) obtain money damages; and
- (e) consider Vendor non-responsive in future contracts to be awarded by the City, including future festivals produced by Special Events.

4.3 Non-exclusivity of Remedies. No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every one of these remedies is cumulative and is in addition to any other remedies, at law, in equity or by statute, existing now or later. No delay or failure to exercise any right or power accruing upon any event of default impairs any right or power nor is it to be construed to be a waiver of any event of default or acquiescence in it, and every right and power may be exercised from time to time and as often as may be considered expedient.

SECTION 5. Termination of Agreement

5.1 Early Termination. The City may terminate this Agreement, or any portion of it, at any time by notice in writing to the Vendor. If this Agreement is terminated pursuant to this Section, the Vendor's sole remedy is to obtain a refund from the City in an amount equal to Vendor's payments to the City, if any, that have not been committed or expended, and only to the extent reasonable and equitable and to the extent that funds are available, appropriated and budgeted for the refund.

5.2 Termination for Public Safety Reasons. The City may terminate this Agreement, or any portion of it, without notice in the event of a threat to the public health, safety or welfare, as maybe determined in the sole discretion of federal, state or local officials charged with making these determinations. The City is not liable to Vendor for any losses incurred by reason of such a termination.

5.3 Termination of Agreement if Event Canceled. If the Event is canceled, or not authorized by the City Council for any year of this Agreement, the City may terminate this Agreement or any portion of this Agreement at any time by notice in writing to Vendor. Vendor's sole remedy is that the City must return to Vendor any payments under this Agreement that have not been committed or expended, and only to the extent reasonable and equitable and to the extent that the funds are available, appropriated and budgeted for the refund.

5.4 Non-appropriation. Any obligations and liabilities contractually assumed by the City under this Agreement are subject to, and conditioned on, the availability of appropriated and budgeted funds for the payment of those obligations and liabilities. This Agreement will automatically terminate on the earlier of the last day of the fiscal period for which the sufficient appropriation was made for the payment of the City's obligations or liabilities under this Agreement or whenever the funds appropriated for those obligations and liabilities under this Agreement are exhausted.

SECTION 6. Special Conditions

6.1 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE in this Agreement, and this applies to all terms and conditions contained in this Agreement.

6.2 Assignment. Vendor must not assign, delegate or otherwise transfer all or any part of its services or responsibilities under this Agreement without the prior written consent of the City. The City has the right to assign all or any part of its interest in the Agreement. Vendor must not transfer or assign any funds or claims due or to become due under this Agreement, in whole or in part, or any interest in them. Such a delegation without prior written consent, or transfer or assignment by the Vendor, constitutes an event of default under this Agreement.

6.3 Independent Vendor. This Agreement is not intended to and will not constitute, create, give rise to, or establish a relationship of partners or joint venturers between the City and Vendor. Nothing in this Agreement constitutes or implies that Vendor or any officer, owner, employee or agent of Vendor is an agent, representative or employee of the City for any purpose or in any manner whatsoever. Vendor, its officers, owners, employees, and agents must not represent to any third parties that Vendor's relationship with the City is anything other than that of independent Vendor.

6.4 Shakman

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

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

(iii) Vendor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political

sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Vendor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Vendor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Vendor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

6.5 Non-liability of Public Officials. Vendor 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 Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

6.6 Business Relationships with Elected Officials. 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 § 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.

6.7 Records. Vendor must maintain full and complete records of its participation in the Event in a safe, secure and reasonably accessible location for no less than 3 years after the Event. Vendor must immediately turn over to the City those records upon the City's request for them and must make those records available for inspection by any employee, officer or agent of the City upon reasonable notification and during reasonable business hours.

6.8 Waste Compliance. In accordance with Section 11-4-1600(e) of the Municipal

Code of Chicago, Vendor's violation of any of the following Sections of the Municipal Code of Chicago, whether or not in the performance of the Agreement, constitutes a breach of the Agreement:

- 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.

6.9 Prohibitions on Certain Contributions. Vendor agrees that Vendor, any person or entity who directly or indirectly has an ownership or beneficial interest in Vendor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Vendor's subVendors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subVendor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Vendor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), must not 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 Agreement or Other Contract, including while this Agreement or Other Contract is executory, (ii) the term of this Agreement or any Other Contract between the Vendor and the City, and/or (iii) any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Vendor 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 Vendor or the date the Vendor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Vendor agrees that it will 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.

Vendor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Vendor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral

Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Vendor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from a specification or request for proposal, the Chief Procurement Officer may reject Vendor's bid or proposal.

For purposes of this provision:

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

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

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

6.10 Duty to Report Corrupt or Unlawful Activity. Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Vendor 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 §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

6.11 Minimum Wage.

6.12 Vendor must pay the highest of (1) minimum wage specified by Chicago Mayoral Executive Order 2014-1, as adjusted; (2) Chicago Minimum Wage rate specified by MCC Chapter 6-105; or (3) 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. **Chicago Paid Sick Leave Ordinance.** The Paid Sick Leave Ordinance, which is codified at MCC 1-24-045, became effective July 1, 2017. Vendor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

6.13 Equal Pay. The Vendor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

6.14 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 Vendor (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.

“Vendor” means the person to whom a contract is awarded.

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

- (1) Vendor 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) Vendor shall not seek an applicant’s wage or salary history, including benefits or other compensation, from any current or former employer.

Vendor’s affidavit is included in Appendix C to Vendor’s Economic Disclosure Statement.

If Vendor violates the above requirements, Vendor 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 Vendor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action’s impact on the Vendor’s MBE or WBE subVendors.

SECTION 7. General Conditions

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references must be implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

7.2 Counterparts. This Agreement is comprised of several identical counterparts, each to

be fully executed by the parties and each to be considered an original having identical legal effect.

7.3 Choice of Law and Jurisdiction. This Agreement is governed in accordance with the laws of the State of Illinois, without regard to its choice of laws provisions.

Vendor irrevocably submits itself to the original jurisdiction of those 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 Agreement. Service of process on Vendor 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 Agreement, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

7.4 Interpretation. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions of it. Words of any gender are considered to include correlative words of the other genders. Words importing the singular number include the plural number and vice versa, unless the context clearly indicates otherwise. All references to any person or entity are considered to include any person or entity succeeding to the rights, duties, and obligations of that person or entity in accordance with the terms of this Agreement. All references to any exhibit or document are considered to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms of this Agreement. In the event of any conflict between the body of this Agreement and any exhibit or document incorporated by reference, the terms contained in the body of this Agreement control. All references in this Agreement to Sections or Exhibits, unless otherwise expressly stated or indicated, are to the Sections or Exhibits of this Agreement.

7.5 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, inoperative or unenforceable for any reason in any particular case or in all cases, the parties intend that the provision in question will apply in other cases and that the Agreement as a whole will remain in effect. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement.

7.6 Changes and Amendments. No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part of this Agreement, are valid unless in writing and signed by the parties to it, or their respective successors and assigns, except as provided for in Section 2.3 of this Agreement.

7.7 Successors. All of the terms and provisions of this Agreement are binding upon and insure to the benefit of the parties to it and their respective legal representatives, successors, permitted transferees and assigns.

7.8 Notices. Any and all notices given or required under this Agreement must

be in writing and may be delivered in person or by placing the notice in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

IF TO THE CITY: Department of Cultural Affairs and Special Events
 78 East Washington
 Chicago, IL 60605
 Attention: Commissioner

IF TO VENDOR:

Notices mailed in accordance with this section are considered received and effective 2 days after mailing. Notices delivered personally are considered effective on receipt. Refusal to accept delivery has the same effect as delivery.

7.9 Service of Process. Service of process on Vendor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided in this Agreement, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. Any action brought by Vendor against the City concerning this Agreement, must be brought only in those courts located within the County of Cook, State of Illinois.

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

7.11 Non-Discrimination

(a) Vendor

Vendor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(i) Federal Requirements

Vendor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Vendor's employees or

applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Vendor must comply with, and the procedures Vendor utilizes and the Services Vendor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Vendor must comply with, and the procedures Vendor utilizes and the Services Vendor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Vendor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Vendor must comply with, and the procedures Vendor utilizes and the Services Vendor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) SubVendors

Vendor must incorporate all of this Section 7.11 by reference in all agreements entered into with any suppliers of materials, furnisher of services, subVendors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Vendor must furnish and must cause each of its subVendors to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

SECTION 8. Vendor's Authority

The signature of each person signing on behalf of Vendor has been made with complete and full authority to bind Vendor with respect to all terms and conditions of this Agreement.

EXHIBIT 2
ONLINE CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)
INSTRUCTIONS

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR APPLICATION TO BE A 2018 FOOD TRUCK VENDOR, THE VENDOR(S) SHALL SUBMIT A “**CERTIFICATE OF FILING**” EVIDENCING COMPLETION OF YOUR ONLINE EDS.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO APPLICATION DUE DATE

The Vendor shall complete an online EDS prior to the application due date. A Vendor who does not file an electronic EDS prior to the application due date may be found non-responsive and its application rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the application due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the application 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 Vendor will be provided an EDS number. Vendor should record this number here:

EDS Number: _____

1.4. 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.

1.5. 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 subVendors and retained parties:
- _____ a. Name
- _____ b. Address
- _____ c. Fees – Estimated or paid

1.6. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

EXHIBIT 3 INSURANCE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Cultural Affairs and Special Events

Amusement Rides for Taste of Chicago

Vendor must provide and maintain at Vendor's own expense, during the term of the Agreement and during the time period following expiration if Vendor 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 VENDOR

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 Vendor 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, products and completed operations (for a minimum of two (2) years following project completion), premises and operations liability, contractual liability, no exclusion for damage to work performed by SubVendors, 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 Vendor 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 Vendor. 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 Vendor'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 Vendor'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. Vendor'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 Vendor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Vendor. 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 Vendor 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 \$**10,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Vendor 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 **\$5,000,000** 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 two (2) years.

6) **Cyber Liability**

Cyber Liability must be maintained with limits of not less than **\$3,000,000** 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 Vendor or any SubVendor or cloud service provider used by Vendor;
- 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 Vendor, including intellectual property infringement or misappropriation.
- Liability for professional services provided by Vendor;
- 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 Vendor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Vendor will be responsible for all deductibles, self-insured retentions or waiting period requirements. Vendor shall provide any coverage sublimits under the policy. In the event Vendor 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 Vendor. 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, Vendor 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 year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

Insurance coverages that begin with “when,” “if,” or “where,” are considered conditional, and it is the Vendor’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 Vendor’s continuing responsibility to update the insurance coverage as needed. If at any time, the Vendor or City determines that a conditional coverage is applicable, the Vendor 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.

7) Property

Vendor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

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

8) Installation Floater (when applicable)

When the Vendor undertakes any construction, where no real property construction is taking place, but installation work, including improvements, betterments, and/or repairs, the Vendor must provide All Risk Installation Floater Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the final project. Coverages 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.

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, Vendor 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 Vendor at any given time under this Agreement.

11) Builders Risk (when applicable)

When Vendor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Vendor 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.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Vendor 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 Vendor 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 Vendor, 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. Vendor 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 Vendor 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 Vendor to comply with required coverage and terms and conditions outlined herein will not limit Vendor's liability or responsibility nor does it relieve Vendor 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, Vendor 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 Vendor.

Waiver of Subrogation. Vendor 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 Vendor 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 Vendor's insurer(s).

Vendors Insurance Primary. For any claims related to this contract, the Vendor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the City shall be excess of the Vendor'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 Vendor's Liabilities. The coverages and limits furnished by the Vendor in no way limit the Vendor'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 Vendor 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 Vendor. 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 Vendor 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 Vendor. If Vendor desires additional coverages, the Vendor will be responsible for the acquisition and cost.

Insurance Required of SubVendors. Vendor shall name the SubVendor(s) as a named insured(s) under Vendor's insurance or Vendor will require each SubVendor(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. Vendor must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from SubVendor's work. Unless otherwise specified, the appropriate coverage limits for SubVendor(s) may be determined by Vendor, but these limits must be adequate to cover all potential liabilities. Should Vendor accept coverage limits from SubVendor(s) less than those outlined in Section A, Vendor shall be responsible for any gap in the required coverage limits in the event of a loss. Vendor shall determine if SubVendor(s) must also provide any additional coverages. Vendor is responsible for ensuring that each SubVendor 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. Vendor is also responsible for ensuring that each SubVendor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by the City, Vendor 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 SubVendor(s) to comply with required coverage(s) and terms and conditions outlined herein will not limit Vendor'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.