

City Use Only	City Use Only	City Use Only
City Vendor No.	Vendor Name	City Contract/PO No.



Comprehensive Custodial / Window Cleaning and Related Hygiene and Disposal Services for Chicago O'Hare International Airport.

Specification Number: 802753

Issued by:
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:
CITY OF CHICAGO DEPARTMENT OF AVIATION

Bidder Inquiry Deadline: 4:00 PM Central Time, July 27, 2018. Inquiries must be in writing.

Pre-Bid Conference: July 20, 2018 – 10:00 am, AAB Building Conf. Rm 1, 10510 W. Zemke Chicago, IL 60666

Bid Opening Date: August 14, 2018
Bid Opening Time: 11:00 AM Central Time
Bid Opening Location: Bid & Bond Room, City Hall, Room 103, 121 N. LaSalle Street, Chicago, Illinois 60602

Information: Jezieel Cortes, Senior Procurement Specialist
Email: cdabidquestions@cityofchicago.org, **Phone:** 312-744-9842
DPS Address: City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

Execute and submit one (1) complete original bid package. All signatures to be sworn to before a Notary Public. Bid must be received in the City of Chicago Department of Procurement Services (DPS) Bid & Bond Room no later than the date and time above during regular business hours (8:30 AM to 4:30 PM Central Time). Bids will be read publicly. Bid package must be complete and returned in its entirety. Do not scan or recreate the bid package, the original must be used.

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **Comprehensive Custodial / Window Cleaning and Related Hygiene and Disposal Services for Chicago O'Hare International Airport**, the specification number, **802753**, the time and date specified for receipt and marked "**Bid Enclosed**". The name, address and phone number of the Bidder must also be clearly printed on the outside of all envelope(s) or package(s).

Bid Deposit: None
Performance Bond: None
City Business Preference: Yes
Local Manufacture Preference: Yes
Alternative Fuel Vehicle Pref. Yes
Bid Specific Goals: 25% MBE and 5% WBE
Funding Source: Non-Federal
Fund Number: 18 740 85 4010 0140 0140 and Various

DPS Unit: Aviation
Reverse Auction: No
Drawings: Yes
Exhibits: 13
Maps: Yes
Contract Term: 60 Months
Start Date: _____
Expiration Date: _____

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

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BID SUBMITTAL CHECKLIST

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

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

1. _____ Bid Submittal Checklist
2. _____ Insurance Certificate of Coverage
3. _____ MBE/WBE Compliance Plan
 - a. _____ Schedule B – Affidavit of Joint Venture MBE/WBE – (only if bidder is a joint venture)
 - b. _____ Schedule C-1: Letter(s) of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable).
 - c. _____ Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan (if applicable).
 - d. _____ Request for a reduction or waiver of MBE/WBE goals (if applicable)
4. _____ Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS)
5. _____ Bid incentive/preference affidavit(s): Chicago Business, Local Manufacture, Alternatively Powered Vehicles, Veteran-Owned Small Local Business or Eligible Joint Venture, Utilization of Veteran-Owned Subcontractors, Mentoring Program, and/or Commitment Regarding BEPD (if applicable)
6. _____ Proposal Page(s) (Schedule of Prices)
7. _____ Supplementary Proposal Pages
8. _____ Bid Execution Page
9. _____ Bid Deposit (if required)
10. _____ Sexual Harassment Policy Affidavit
11. _____ Contractor Qualifications

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

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

Article 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

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

1.2. Obtaining the Bid Documents

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

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

1.2.1. Printed Bid Documents

Printed copies of Bid Documents are available for pickup from:

Bid & Bond Room
Room 103 City Hall
121 North LaSalle Street
Chicago, IL 60602
Phone # 312-744-9773
Fax # 312-744-5611

Plans and Drawings may only be available on CD.

1.2.2. Downloadable Bid Documents

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

www.cityofchicago.org/bids

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

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

1.3. Clarifications and Addenda

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

www.cityofchicago.org/bids

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

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

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

1.4. Examination of the Bid Documents and Work Site

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

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

1.5. Pre-Bid Conference and Site Visit

If a pre-bid conference will be held to answer questions regarding these Bid Documents, it will be held on the date and time stated on the front cover of the Bid Documents. The pre-bid conference may be recorded by DPS.

If a pre-bid conference will be held, attendance is strongly encouraged. The Chief Procurement Officer or his/her representative, as well as representatives from the City Department for which the Bid Documents have been issued will comprise the panel to respond to Bidders' questions.

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid. The Contractor will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit in its bid.

If the site for the work is not accessible to the public during normal business hours, instructions for obtaining access, including a date and time for guided visits, is set out on the cover of the Bid Documents.

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

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

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

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

1.7. Exceptions

Any deviations from or exceptions to any provisions or requirements of the Bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted on the Proposal Page(s) or attached thereto, with the exact nature of the change outlined in sufficient detail, and as provided below under "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to or deviates from any provision or requirement, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exception(s) or deviations to be material.

1.8. Taxes Included in Bid Prices

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable federal, state and local taxes, direct or indirect, in their Bid Prices.

1.9. Bid Prices Must Incorporate All Costs

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

1.10. Completion of the Bid Documents

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

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

1.11. Conflicts of Interest

If any Bidder (or any partner in a joint venture or partnership or any member of the limited liability company if the Bidder is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these Bidding Documents such that provision of such assistance would give Bidder an unfair advantage or otherwise impair the integrity of the procurement process, or if Bidder has an organizational conflict of interest that might compromise Bidder's ability to perform the contract, that Bidder may be disqualified from bidding. If applicable, Bidder must provide a statement and information disclosing its participation with respect to the Bid Documents and/or potential organizational conflicts of interest.

1.12. Required Forms and Fees

1.12.1. Certificate of Filing for Online EDS

Bidders must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed. Refer to the Instructions for Completing Economic Disclosure Statement and Affidavit On-Line.

1.12.2. MBE/WBE Program

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

- **Schedule B: Affidavit of Joint Venture** (if applicable)

If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE certified firms to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members and notarized.

- **Schedule C-1**

If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed and notarized.

- **Schedule D-1**

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

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

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

1.12.3. Bid Deposits and Bid Bonds

Bid deposits, if required, may be in the form of a bond, certified check, cashier's check or money order payable to the City of Chicago. Bid bonds must be in the form provided by the Department of Procurement Services, and must be executed by a surety licensed and authorized to do business in the State of Illinois.

Cash is not an acceptable form of bid deposit. Substantial failure to comply with bid deposit requirements will result in rejection of the bid. A non-substantial failure to comply with the bid deposit requirement is a failure that does not provide a commercial advantage to the Bidder over other bidders.

Bid deposits will be returned, with the exception of the bid bond deposit for the contract awardee's bid, after the CPO has awarded the contract. The bid bond deposit for the awardee's bid will be returned after the contract has been awarded and a satisfactory performance and payment bond has been approved by the City, where such bond is required.

The Chief Procurement Officer may return bid deposits sooner, but reserves the right to hold all bid deposits until a contract has been awarded or, in the case of multiple awards, all contracts have been awarded for the Bid in question.

If a bid deposit is required, it will be indicated on the front cover of the Bid Documents.

1.12.4. Performance and Payment Bonds

If a performance and payment bond is required, failure to provide the required bond within the required time period when requested will result in rejection of the bid and forfeit of the bid deposit, if a deposit was required. The forfeiture shall not limit any other City remedies against the Bidder. Performance and payment bonds must be in the form specified by the City, a specimen of which will be attached to the Bid Documents as an exhibit or available from the Bid & Bond Room.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at www.fms.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the CPO, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

If a performance and payment bond is required to be provided prior to contract award, it will be indicated on the front cover of the Bid Documents.

1.12.5. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall Room 103, Chicago, IL 60602, or may be downloaded at www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.12.6. Other Required Forms and Documents

Other forms required to be included with the Bid are:

- Insurance Certificate of Coverage
- Affidavit of Chicago Business (if applicable)
- Affidavit of Locally-Manufactured Goods (if applicable)
- Alternatively Powered Vehicles Affidavit (if applicable)
- DBE or MBE/WBE compliance forms as applicable
- Proposal Page(s) (Schedule of Prices)
- Bid Execution Page

1.13. Trade Names and Substitutions

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

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

Documentation in support of alternate items includes:

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

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

- 1) The proposed alternate item is equivalent to or superior in all respects to the product specified, and

- 2) The same warranties and guarantees will be provided for the alternate item as for the product specified.

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

1.14. Authorized Dealer/Distributor

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

1.15. Estimated Quantities

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

The City will only be obligated to order and pay for such quantities as are from time to time ordered, performed and accepted on Blanket Releases issued directly by the Department.

1.16. Submission of Bids

1.16.1. Date, Time, and Place

Bids are to be delivered to the Bid & Bond Room of the Department of Procurement Services, City Hall Room 103, 121 North LaSalle Street, Chicago, Illinois 60602 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the City to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Bid & Bond Room.

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

1.16.2. Bids Must Be Sealed and Properly Labeled

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

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

1.16.3. Bidders Are Responsible for Bid Delivery

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

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

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

1.16.4. Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

- A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."
- C. Provide a CD-ROM with a redacted copy of the entire bid or submission in .pdf format for posting on the City's website. Bidder is responsible for properly and adequately redacting any Data which Bidder desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.
- D. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

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

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

1.17. Withdrawal of Bids

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

1.18. Bid Opening

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

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

1.19. Effective Term of Bid

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

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

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

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

1.20.1.1. Must Bid All Line Items

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

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

1.20.1.2. Mathematical Calculations

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

1.20.1.3. Unbalanced Bids

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

1.20.1.4. Cash Billing Terms

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

1.20.2. Determination of Responsibility

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

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

1.20.2.1. Bidder Debts or Defaults

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

1.20.2.2. Competency of Bidder

The Bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of ability to perform the Contract and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.21. Rejection of Bids and Waiver of Informalities

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

1.22. Statutory Adjustments to the Bid

1.22.1. City-based Businesses (Chicago Business Preference)

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City residents," as defined in Section 2-92-330 of the MCC, means persons domiciled within the city.

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

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

"City resident employee" means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of: (i) two percent of the contract base bid; or (ii) four percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees; or (iii) six percent of the contract base bid, if such prime contractor is eligible for an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

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

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

1.22.2. Locally Manufactured Goods

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

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

"Contract for Goods" means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city;

provided that a "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670 of the MCC.

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

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

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

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

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods: "Bidders Commitment to Provide Locally Manufactured Goods" and "Local Manufacturing Affidavit." Contractors must provide such other supporting documentation of local manufacture during the term of the Contract as the CPO may require.

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

1.22.3. Alternatively Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section 1.22.3 only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(A) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes

an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(C) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the MCC.

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

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the MCC.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the MCC.

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

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

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the MCC, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

(A) Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated on the cover page of the Bid Documents.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(B) As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(D) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the *Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles*, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

(E) Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

(F) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures

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

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

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

"Eligible joint venture" means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Owned" means, as MCC 2-92-670 may be updated from time to time, having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Small business enterprise" means, as MCC 2-92-670 may be updated from time to time, a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; or (2) has been certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57.

"Veteran-owned small local business" means a business that is both a veteran-owned business enterprise and a small local business enterprise as defined in Section 2-92-670.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-418 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive and be prepared to comply with the self-performance requirements, which in some circumstances affect the calculation of MBE and WBE participation toward contract goals when a small business enterprise involved in receiving this incentive is also a certified MBE or WBE.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

1.22.5. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)

1.22.5.1. Policy and Terms

It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with MCC 2-92-337 *et seq.*, *Regulations Governing Certification of Business Enterprises owned by People with Disabilities*, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Contract. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

1.22.5.2. Definitions

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

(A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

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

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

1.22.5.3. Commitments

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

% of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

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

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.

1.22.5.4. Records and Reports

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

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

1.22.6. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)

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

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder has entered into a mentoring agreement or that the bidder's subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement, at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

1.22.7. Child Support Arrearage

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

1.22.8. MacBride Principles Ordinance

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

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

1.23. Consideration of Bids

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

1.24. Bid Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 806, 121 North LaSalle Street, Chicago, Illinois 60602.

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

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

1.25. Award of Contract; Notice of Award

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

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

1.26. Title VI Solicitation Notice

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

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

If this Contract was advertised on or after June 30, 2018, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

Article 2. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Sexual Harassment Policy Affidavit (MCC 2-92-612)
- Exhibit 2: Custodial Cleaning Specifications
- Exhibit 3: High Profile Restrooms
- Exhibit 4: Floor Scrubbers, Equipment and Consumable Supplies
- Exhibit 5: Sustainability Requirements
- Exhibit 6: Terminal Maps
- Exhibit 7: Public Areas
- Exhibit 8: Public Restrooms
- Exhibit 9 Custodial Support Space
- Exhibit 10: Escalator and Moving Walkway Cleaning Specification
- Exhibit 11: BOMA/Chicago – Local 1 – 2018 Janitors Agreement
- Exhibit 12: South Airport Traffic Control Tower
- Exhibit 13: North Airport Traffic Control Tower

Article 3. **STANDARD TERMS AND CONDITIONS**

3.1. **General Provisions**

3.1.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

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

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions

made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

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

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

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

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

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

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

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

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

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

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

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

3.1.2.2. Interpretation and Rules

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

and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

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

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

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

3.1.2.4. Entire Contract

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

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

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

3.1.3.2. Subcontracts

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

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

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract,

provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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

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

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

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

3.1.4.2. Consent to Service of Process

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

3.1.4.3. Cooperation by Parties and between Contractors

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

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

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

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

3.1.4.4. No Third Party Beneficiaries

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

3.1.4.5. Independent Contractor

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

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

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

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

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

3.1.4.6. Authority

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

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every

obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments

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

3.1.4.10. No Waiver of Legal Rights

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

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

3.1.4.11. Non-appropriation of Funds

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

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies

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

adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

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

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

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

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable

attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

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

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

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. Non-Liability of Public Officials

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

3.1.8. Contract Extension Option

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

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a

Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

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

3.2.1.2. Invoices

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

3.2.1.3. Payment

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

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

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

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

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

3.2.1.4. Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

3.2.1.5. City Right to Offset

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

3.2.1.6. Records

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

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

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

3.2.1.7.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

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

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

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

3.2.2. Subcontractor Payment Reports

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

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

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

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

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

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

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

3.2.3.2. Payment to Subcontractors Within Seven Days

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

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

3.2.3.2.1. Reporting Failures to Promptly Pay

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

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

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

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf

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

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

3.2.3.2.2. Whistleblower Protection

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

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

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

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

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

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

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

3.3. Compliance With All Laws

3.3.1. General

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

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

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

3.3.2. Certification of Compliance with Laws

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

3.3.3. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex,

age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

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

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

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time ("Acts and Regulations"), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

3.3.4.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

3.3.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3.3.4.4. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

3.3.4.5. Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

3.3.4.6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs **Error! Reference source not found., "Compliance With Regulations"** through **Error! Reference source not found. "Incorporation of Provisions"** in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.

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

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

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

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause

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

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

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may

reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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

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

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

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

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

3.3.5.3. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

25% by minority journeyworkers and apprentices;

7% by women journey workers and apprentices;

40% by minority laborers; and

10% by women laborers.

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

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

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

3.3.6. Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

3.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2018 is **\$13.80 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is

required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

3.3.6.2. Living Wage Ordinance

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2018 the Base Wage is \$12.80. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2018, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

3.3.6.3. Chicago Paid Sick Leave Ordinance

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, became effective July 1, 2017. Contractor

understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

3.3.6.4. Equal Pay

The Contractor 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.

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

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

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

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

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

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

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

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.7.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

3.3.7.4. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.7.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of

Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

3.3.8. Restrictions on Business Dealings

3.3.8.1. Prohibited Interests in City Contracts

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

3.3.8.2. Conflicts of Interest

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

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

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

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

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

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee

during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the

time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

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

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

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

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the USDOT.

3.3.10.3. City Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under

this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.10.4. Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

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

3.3.10.5. Duty to Report Corrupt Activity

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

3.3.10.6. Electronic Mail Communication

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

3.3.10.7. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

3.3.10.8. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

3.3.10.9. Participation By Other Local Government Agencies

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

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

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

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

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

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

"Subcontractor" means any person that enters into a contract with a contractor to perform work on a contract.

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

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take

any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. Definitions

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

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

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

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

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

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

3.3.11.2. Joint Ventures

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

3.3.11.3. Compliance With Environmental Laws

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

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or

any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.11.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.11.5. Proof of Noncompliance; Authority; Cure

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

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

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

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

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

3.3.11.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

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

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

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

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

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

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

3.3.11.7. Requests for Documents and Information

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

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

3.3.11.8. Environmental Claims and Related Matters

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

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

3.3.11.9. Preference for Recycled Materials

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

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

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

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

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

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

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

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

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

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

3.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

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

3.5. Events of Default and Termination

3.5.1. Events of Default

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

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

3.5.2. Cure or Default Notice

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

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless

extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

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

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

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

3.5.3. Remedies

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

- A. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

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

3.5.6. Early Termination

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

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

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

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

3.6. Department-specific Requirements

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

3.6.1. Department of Aviation Standard Requirements

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

3.6.1.1. Confidentiality of Airport Security Data

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

3.6.1.2. Aviation Security

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

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

3.6.1.3. Airport Security Badges

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

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

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

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

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to

obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

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

3.6.1.4.2. Interruption of Airport Operations

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

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

3.6.1.4.3. Safeguarding of Airport Property and Operations

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

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All

obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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

3.6.1.4.5. Parking Restrictions

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

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

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

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

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

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

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

3.6.2.2. Access to Facilities

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

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

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

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

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

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

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

3.6.2.3. Security Badges and Vehicle Permits

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

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

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

3.6.2.4. Gates and Fences

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

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

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

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

3.6.2.5. Hazardous or Illegal Materials

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

3.6.3. Chicago Police Department Security Requirements

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

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

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

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

3.6.4.1. Identification of Workers and Vehicles

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

3.6.4.2. Access to Facilities

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

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

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

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

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

3.6.4.3. Security Badges and Vehicle Permits

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

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

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

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

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

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

3.6.4.4. Gates and Fences

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

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

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

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

3.6.4.5. Hazardous or Illegal Materials

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

Article 4. **TERMS FOR WORK SERVICES CONTRACTS**

4.1. **The Services**

4.1.1. Scope of Services

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

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

4.1.2. Estimated Quantities/Level of Service

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

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

4.1.3. Unspecified Services

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

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

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

4.2. **Performance of the Services**

4.2.1. Standard of Performance

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

4.2.2. Standard Working Hours

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

4.2.3. Character of Workers

The Contractor must employ only competent and efficient workers and whenever, in the opinion of the City, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the work or services to be performed under this Contract, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the City, discharge or otherwise remove such worker from the work or services to be

performed under this Contract and must not use such worker again, except with the written consent of the City. The Contractor must not permit any person to work upon the work or services to be performed under this Contract or enter into any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

4.2.4. Quality of Materials and Inspection

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

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

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

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

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

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

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

4.2.5. Manufacturer's Warranty and Product Information

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

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

4.2.6. Contractor's Warranties

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

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

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

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

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

4.2.6.1. Correction or Re-Performance of Services

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

4.2.6.2. Timeliness

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

4.2.6.3. Delay

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

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

The CPO and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Commissioner and CPO, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

4.2.7. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting Services in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

4.2.8. Clean Up

The Contractor must, during the performance of Services, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

4.2.9. Work Performed on City Property

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

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

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

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

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

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

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

Smoking is prohibited in all City of Chicago facilities.

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

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

4.2.10. Work In Progress

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

4.3. **Compensation**

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

4.4. **Centralized Invoice Processing**

This Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

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

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

Invoices for the Department of Aviation:

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

OR

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

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

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

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

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

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

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

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

4.5. Clean Diesel Fleet MCC 2-92-595

If this Contract is for construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land and the estimated value of this Contract is \$2,000,000 or more:

- A. Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.
- B. Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
- C. Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
- D. Contractor and any Subcontractor(s), may not use any of the following vehicles and equipment in the performance of the contract:
 - (i) any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
 - (ii) any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission control retrofit device.
- E. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 3.0 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score up to fifty percent of all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f). However, pursuant to MCC subsection 2-92-595(b)(6), if this contract is advertised after January 1, 2020, the minimum clean fleet score is increased to 4.0, and Contractor may exclude from the calculation up to only twenty five percent of vehicles owned or leased by a firm that has received a clean fleet score waiver certificate instead of fifty percent.
- F. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with antiidling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is

authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

Contractor understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in MCC subsection 2-92-595(e) Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

4.6. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

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

Article 5. **SCOPE OF WORK AND DETAILED SPECIFICATIONS**

5.1. General

The custodial, window washing, feminine hygiene disposal systems/diaper and napkin dispensers, maintenance and service of wall-mounted sharps disposal systems and wall-mounted air freshener services of terminals 1, 2, and 3, and façade cleaning of terminal 1 and cleaning of the North and South Air Traffic Control Towers (ATCTs), provided under this contract shall include all management, supervision, labor, parts, equipment, material, consumable supplies, tools, transportation, safety equipment (PPE) in order to provide the services described in the Detailed Specifications on a 365 day per year / 7 day per week / 24 hour per day basis at O'Hare International Airport ("Airport") domestic terminals, in accordance with the terms and conditions of this specification, and as required by the Chicago Department of Aviation ("CDA"). In addition, the Contractor must furnish and service the feminine hygiene disposal systems/diaper and napkin dispensers, wall-mounted sharps disposal systems, wall-mounted air freshener systems, and hand sanitizing stations at the Airport.

5.2. Basis of Award

In the event that a contract is awarded pursuant to this specification, the Chief Procurement Officer will award such contract to the lowest responsive and responsible bidder as determined by the bid price, including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents.

Contractor's bid pricing must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Contract. Contractor must fill out and include the Supplemental Proposal Pages included in this specification or the bid will be rejected.

Contractor will be required to show how their bid price reflects compliance with these requirements, including the required labor rates for workers.

5.3. Labor Rate for Custodial Workers and Supervisors

In order to ensure that the Contract is performed by highly qualified personnel in a superior professional manner, suitable for the unique challenges of airport work, the Contractor may not pay Custodial Workers less than the minimum acceptable base hourly wage rates pursuant to the Building Owners and Managers Association of Chicago ("BOMA")/ Chicago – Local 1 – 2018 Janitors Agreement ("BOMA agreement"). A copy of the current BOMA agreement is included as Exhibit 11 of this Bid Document. It indicates that it will be in effect through April 4, 2021. Upon the modification of this BOMA agreement, or its replacement with a new BOMA agreement, the modified and/or new BOMA agreement shall be deemed to supersede the current agreement and shall be the basis on which wages, benefits, and wage increases as outlined below shall be determined for the purposes of this Contract, including any extensions.

5.3.1. Wage Rate

Base Hourly Wage Rate:

If a Custodial Worker is in his/her 5th year of employment, and thereafter, the following wage rate applies:

From the effective date of this Contract through April 7, 2019 - \$18.00 per hour.

For the period April 8, 2019 through April 5, 2020 - \$18.45 per hour.

For the period April 6, 2020 through April 4, 2021 - \$18.95 per hour.*

* If no new BOMA rate is determined by April 4, 2021, this rate will apply until a new rate is determined.

For all other Custodial Workers, the following wage rate applies:

During a Worker's 1st year of employment - \$3.40 below the rate of 5th year employees.
During a Worker's 2nd year of employment - \$2.90 below the rate of 5th year employees.
During a Worker's 3rd year of employment - \$2.40 below the rate of 5th year employees.
During a Worker's 4th year of employment - \$1.90 below the rate of 5th year employees.

At the time the Worker reaches his/her 5th year (and above) of employment, his/her wage rate will be equivalent to the wage rate for 5th year employees during the applicable time period.

Premium Work:

Contractor must pay a premium of fifty cents (\$0.50) per hour if the following work is performed:

- High level work – 12 feet and over from floor level
- Loading and unloading of trucks and dock labor – after two hours in one day – from first hour of work
- Moving and storing of construction equipment and material
- Moving furniture

Custodial Supervisors:

Custodial Supervisors receive an additional \$0.20/hour of the appropriate rate above or \$0.20/hour above the highest paid employee being supervised, whichever is greater.

Call-In Pay:

An employee not scheduled to work on a Saturday or Sunday who is called in to work shall be given at least four (4) hours of work.

5.3.2. Benefits

The Contractor must provide each Custodial Worker with the following benefits:

5.3.2.1. Health and Welfare

Contractor (and its subcontractors) must provide a health and welfare benefits package to the Contractor's (and its subcontractor's) personnel on this Contract that will, at a minimum, include the elements set forth in Article XIII, "Health & Welfare Funds" of the BOMA agreement or pay the cost to the employees as further described below. Therefore, during the following time periods, the Contractor must contribute the following monetary amount towards health and welfare benefits for full-time employees:

For the period of July 1, 2018 through June 30, 2019 - \$871.87 per worker per month.
For the period of July 1, 2019 through June 30, 2020 - \$897.87 per worker per month.
For the period of July 1, 2020 through June 30, 2021 - \$923.87 per worker per month.*

Contractor may prorate these amounts in accordance with the applicable provisions of the BOMA agreement. Furthermore, Contractor and/or its subcontractors shall comply with all other provisions of any applicable collective bargaining agreement.

* If no new BOMA health and welfare benefit rate is determined by June 30, 2021, this will apply until a new rate is determined.

In the event the Contractor (and/or any of its subcontractors) is not signatory to the BOMA agreement, the Contractor (and any subcontractors) may either (1) pay directly to the Worker the health and welfare benefits that would otherwise be payable under the BOMA agreement or (2) pay to the Worker the difference between the cost of health and welfare benefits provided by the Contractor and the amount that would otherwise be payable under the BOMA agreement. These payments may be paid directly to the employee or made into medical Flexible Health Spending accounts or medical Health Savings Accounts.

5.3.2.2. Pension:

Contractor (and its subcontractors) must provide a pension/retirement package to the Contractor's (and its subcontractor's) Custodial Worker personnel on this Contract that will, at a minimum, include the elements set forth in Article XIV of the BOMA agreement, "Pension Plan," or pay the cost to the employees as set forth below. During the following time periods, the Contractor must contribute the following monetary amount towards pension/retirement benefits:

From the award date through April 7, 2019 - \$48.00 per Worker per week for each employee regularly scheduled to work 30 or more hour per week and who actually work at least 50% of the employees scheduled workweek. In the event an employee does not work at least 50% of the scheduled workweek, the rate is \$1.20 per hour for all hours actually worked up to \$48.00/week.

For the period of April 8, 2019 through April 5, 2020 - \$50.00 per Worker per week for each employee regularly scheduled to work 30 or more hour per week and who actually work at least 50% of the employees scheduled workweek. In the event an employee does not work at least 50% of the scheduled workweek, the rate is \$1.25 per hour for all hours actually worked up to \$50.00/week.

For the period of April 6, 2020 through April 4, 2021 - \$52.00 per Worker per week for each employee regularly scheduled to work 30 or more hour per week and who actually work at least 50% of the employees scheduled workweek. In the event an employee does not work at least 50% of the scheduled workweek, the rate is \$1.30 per hour for all hours actually worked up to \$52.00/week.

5.3.2.3. Holiday Pay

Consistent with Article VII of the BOMA agreement, under this Contract, Contractor (and its subcontractors) must provide Custodial Workers with paid full days off to observe the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Workers must also be provided with a full day off on New Year's Eve OR Christmas Day, or that day may be divided in two for a half day off each on Christmas Eve and New Year's Eve.

The Contractor (and its subcontractors) must provide Workers with a paid day off to observe the day after Thanksgiving **OR** such other day as may be mutually acceptable to the City, Contractor and Worker (or Union, if applicable) (i.e., Martin Luther King's Birthday, Presidents' Day, Lincoln's Birthday, or Good Friday).

For Custodial Workers required to work on Holidays, Contractor (and its subcontractors) must pay the Workers for such hours at one and one-half times their regular hourly rate, in addition to the pay they receive for the Holiday itself.

In addition to the Holidays provided above, Custodial Workers who have completed at least one full year of service must be entitled to, at a minimum, four paid personal holidays: three on a day mutually acceptable to the Contractor and Worker, and the other on the Worker's birthday or another day needed by the employee.

5.3.2.4. Vacations

Based on years of service, Contractor (and its subcontractors) must provide regularly-employed Custodial Workers on this Contract with paid vacation days per year as follows:

One year	one week
Two years	two weeks
Six years	two weeks and one day
Seven years	two weeks and two days
Eight years	two weeks and three days
Nine years	two weeks and four days
Ten years	three weeks
Eighteen years	four weeks
Twenty-five years	five weeks

5.3.2.5. Funeral Leave

Consistent with Article X of the BOMA agreement, "Funeral Leave," Contractor (and its subcontractors) must pay Custodial Workers for necessary absence of up to three scheduled workdays due to a death in the Worker's immediate family. For purposes of this requirement, "immediate family" will be defined as in Article X of the BOMA agreement.

5.3.2.6. Jury Service

Consistent with Article XXV of the BOMA agreement, "Jury Service," Contractor (and its subcontractors) must pay Custodial Workers the difference between the pay the employee would normally receive, excluding overtime, and the amount received for jury service.

5.3.2.7. Leaves of Absence

Contractor must grant an unpaid leave of absence in writing due to illness or disability, substantiated by medical approval, for Workers meeting the following requirements:

One year to three years' seniority	six months leave
Three years to five years' seniority	nine months leave
After five years' seniority	one year leave

Workers who have less than one year's seniority are not entitled to leave. Seniority is defined as "the length of service of a regular employee on a job site; provided that new employees shall be considered probationary employees for the first 45 calendar days of employment."

5.3.2.8. Other

Contractor and/or its subcontractors shall comply with all other provisions of any applicable collective bargaining agreement. In the event the Contractor (and/or any of its subcontractors) is not signatory to a collective bargaining agreement which provides pension/retirement benefits that are the equivalent or greater of those under the BOMA agreement, the Contractor (and any subcontractors) may either (1) pay directly to the Worker the monetary contribution that would otherwise be payable under the BOMA agreement or (2) pay to the Worker the difference between the value of the monetary contribution provided by the Contractor in a 401K or similar plan and the amount that would otherwise be payable under the BOMA agreement.

5.4. Labor Rate for Window Cleaners and Supervisors

In order to ensure that the Contract is performed by qualified personnel in a superior professional manner, the Contractor may not pay window cleaners less than the minimum acceptable base hourly wage rates pursuant to the Illinois Department of Labor (IDOL) Prevailing Wage Rate - Cook County for Window Cleaners and any revisions thereof, subject to the terms and conditions of the specification, and as set forth below:

Base Hourly Wage Rate:

Window Cleaner workers must be paid, at minimum, the wage provided below:

Window Washer (A Card Rate):	\$20.50 per hour.
Window Washer (B Card Rate):	\$19.50 per hour.
Window Washer (C Card Rate):	\$18.50 per hour.
Supervisor:	\$4.00 per hour above the applicable rate listed above.

The Contractor must also provide each window cleaner worker with the following benefits:

Health and Welfare:

Single - \$350.00

Family - \$775.00

Pension:

\$1.10 per hour worked for each hour worked, not to exceed 40 (forty) hours per week.

Vacation:

After 1 year – 1 (one) week for 40 hours at base rate of pay

After 3 years – 2 (two) weeks for 80 hours at base rate of pay

After 7 years – 2 (two) weeks and one (1) day for 88 hours at base rate of pay

After 10 years – 3 (three) weeks for 120 hours at base rate of pay

Holidays and Weekends:

The City does not anticipate requiring window cleaning services on holidays or weekends.

Holidays include: New Years; Memorial Day; Independence Day; Labor Day; Thanksgiving; Christmas Day.

5.5. Funding

The source of funds for payments under this Contract is Fund Number 18 740 85 4010 0140 0140. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.6. Contract Term

The Term for this Contract will be 60 months, unless terminated earlier or extended pursuant to the terms this Contract.

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

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

5.7. Price Adjustment (MCI)

In order to be eligible for a price adjustment, the Supplementary Proposal Pages must be fully and accurately completed and submitted with the bid. Contractor must identify the portion of the fully loaded monthly rates as well as the fully loaded hourly rates stated on the Supplementary Proposal Pages that is paid as wages to Contractor's employees. Failure to identify the portion of the rate attributable to labor vs non-labor costs with the bid will disqualify Contractor from receiving any price adjustments during the term of the Contract.

(A) PRICE ADJUSTMENT FOR ALL COSTS EXCLUDING LABOR

Original bid prices set forth on the Proposal Pages of the Contract will remain in effect for the first twelve (12) months of the Contract term. Contractor is not entitled to any price adjustment during this 12-month time period. Contractor should factor in commodity and/or input price escalations, volatility, risks, and other factors in its proposed prices on the Proposal Pages for the initial twelve (12) month period from the start date of this Contract.

After the initial twelve (12) month period, a price adjustment for Contractor's costs, other than labor, may be considered annually for each subsequent 12-month period. For purposes of determining any price adjustments for this Contract, the City and Contractor will look to changes in the Municipal Cost Index (MCI) as published by the American City & Country Magazine. Comprehensive MCI rates can be found at:

<http://americancityandcounty.com/images/archive/mcihistory.html>

This price adjustment for all costs excluding labor shall apply to the Supplementary Proposal Pages for Bid Lines 1-4 for the category of Non- Labor Costs and any revisions thereof.

If, during the term of the Contract, the manner in which the MCI as determined by American City & County Magazine is substantially revised, including a change in the base index year, the City will make an adjustment in the revised index that would produce results equivalent, as nearly as possible, to those that would have been obtained if the MCI had not been so revised. If the MCI becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data are not readily available to enable the City to make the adjustment, then the City will substitute a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a major bank or other financial institution, by a university or a recognized financial publication.

The Contractor must submit a written request for a positive price adjustment no later than thirty (30) calendar days after the expiration of initial twelve (12) month term and within thirty (30) calendar days of each twelve (12) month anniversary of the Contract thereafter. If the Contractor does not request a price increase within such thirty (30) calendar day period, the Contractor will not be entitled to a price increase for the relevant 12-month period.

After the initial twelve (12) month term, if the MCI has decreased, resulting in a reduction of contract prices, the City will notify the vendor in writing within 60 days of the Contract's anniversary stating the City's intention to reduce prices retroactive to the anniversary date of the Contract. The City will adhere to such notification requirement for any price decreases for each subsequent twelve (12) month anniversary of the Contract thereafter.

The Contractor's unit prices for line items will be adjusted beginning the thirteenth (13) month of the Contract and each year thereafter by an amount determined in accordance with the following formula, or .05, e.g. five percent (5%), whichever absolute value is smaller for each subsequent one (1) year period:

New Contract Price (each item) = Original Bid Price for line items x (1 + percentage change in the MCI)

The percentage change in the MCI should be expressed as a decimal point and rounded to the nearest thousandth (e.g. .015). Please note that the percentage change in the MCI may be positive or negative, but will never be more than .05, therefore any new price will never be greater than 105% or less than 95% of the current contract price. For purposes of determining the first percentage change in the MCI, the base MCI will be the MCI effective the month of Contract award, which will be compared to the MCI in the 12th completed month of the Contract. Subsequent price changes will be based on the year over year percentage change in the MCI

If approved by the Chief Procurement Officer, the price adjustment must be signed by the Chief Procurement Officer reflecting the price adjustment and the effective date for the change. Any such item(s) or services delivered by the Contractor, without written notification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such written approval by the Chief Procurement officer is not executed, the Contractor hereby releases the City from any liability whatsoever to pay for any item(s) or services delivered prior to the Contractor's receipt of the fully signed approval.

It is the Contractor's responsibility to request the increase. If the Contractor delivers product after the date requested for the escalation to begin (the anniversary date of the start of the Contract) but prior to the

increase being granted, the Contractor may retroactively bill the City for the difference if and when the request is formally approved. In the interim the Contractor must bill the City at the prices currently in effect in the Contract.

(B) LABOR RATE ADJUSTMENT

The original bid prices will be valid and firm for, at minimum, the initial twelve months (12) of the Contract period. After the initial twelve months of the Contract period, but not more than once per calendar year, the Chief Procurement Officer will consider, upon written request from the Contractor, a Unit Price Adjustment to offset increases in specified labor related expenses on the part of the Contractor and directly related to services performed through this contract. Unit Price Adjustments are subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

Annual increases of the contract pricing must be requested in writing, on Contractor's letterhead from the Contractor, to the Department of Aviation and the Department of Procurement Services.

For Window Cleaners and Window Cleaner Supervisors, the contractor's price adjustment must comply with the following requirements: The Contractor must submit its request for a Unit Price Adjustment within the same calendar year that it incurred an increase in labor related expenses as a result of increases in wages, employee pension and employee health and welfare expenses as documented on the Illinois Department of Labor (IDOL) website as stipulated in the section entitled "Illinois Prevailing Wage Rates: Window Washer". The website link is:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2018%20Procurement%20Rates/Window%20Washers-Cook%20County%202018.pdf>

The Illinois Department of Labor (IDOL) will be the primary source for calculating the amount of the Unit Price Adjustment for Window Cleaners. The amount of the Unit Price Adjustment will be based upon the difference between the published rates for janitorial services workers, or window washer employees, on the date of contract award, or the date of the last approved Unit Price Adjustment, and the rates published for janitorial services workers, or window washer employees, at the time the requested Unit Price Adjustment is approved by the Chief Procurement Officer. The timing of the Unit Price Adjustment will coincide with adjustments published on the Illinois Department of Labor (IDOL) website. The Modification will be retroactive to the date noted on the IDOL website.

Similarly, for Custodial Workers and Custodial Supervisors, the BOMA agreement will be the primary source for calculating the amount of the Unit Price Adjustment and will be based on the difference between 2021 rates and those rates set out in a future BOMA agreement.

The Contractor may submit in writing to the Chief Procurement Officer a request for a Unit Price Adjustment to selected line items within the contract for which the Contractor is compensated according to a Fully Loaded Monthly Rate, Each Rate and fully loaded hourly rate. All other line items will not be adjusted. No overtime or holiday rates will apply when calculating the increase amount. Furthermore, the Contractor's management personnel such as operations manager, supervisors and salaried employees will not be a factor in determining the unit price adjustment amount. Such adjustments are conditioned upon the provisions in the Contract. CDA must first approve any requests to adjust the Fully-Loaded Monthly Rate, Each Rate and / or the fully loaded hourly rate, and the Department of Procurement Services will process a Contract modification.

The Chief Procurement Officer will only take the following labor related expenditures into consideration for a Unit Price Adjustment:

Wage increases for employees performing services under this contract;

Employer/Contractor contributions to health and welfare fund of employees performing services under this contract;

Employer/Contractor contributions to pension fund of employees performing services under this contract.

All other Contractor expenditures, such as State Unemployment Insurance, Federal Unemployment Insurance, workers compensation cost increases, transportation expenses, fuel expenses, vacation time, funeral leave, sick pay and any other Contractor expenses will be addressed by adding 25% to the Sum of the Base Wage, Pension and Health and Welfare Changes.

The Contractor must justify its request for an increase by submitting detailed pricing data, support documentation and any other information requested by the Chief Procurement Officer to verify the price increase request. CDA must first approve any requests to adjust the Fully-Loaded Monthly Rate, each rate and the fully loaded hourly rate, and the Department of Procurement Services will process a unilateral Contract modification. Such changes which are mutually agreed upon by and between the City and the Contractor, will be incorporated in a written agreement to modify this contract, for example:

The Fully-Loaded Monthly Rate, as well as the fully loaded hourly rate, listed in the contract will remain fixed until one or more Unit Price Adjustments, if any, is properly executed by the Chief Procurement Officer. The City will only be responsible for compensating the Contractor in accordance with the rates specified in the Contract. When calculating the amount of the Unit Price Adjustment, the City will only take into account current Contractor labor related expenses. The City will not take into account any future costs that may be incurred by the Contractor during the term of the Contract.

If, during the term of the Contract, the manner in which the Custodian Janitorial Services rates, or the Window Washer rates, as determined by IDOL is substantially revised, the City will make an adjustment in the wage rates that would produce results equivalent, as nearly as possible, to those that would have been obtained if the IDOL rates had not been so revised. If the IDOL rates for Custodians/Janitors become unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the City to make the adjustment, then the City will substitute for it a comparable index based upon changes in the cost of services published by a governmental agency or, if no such index is available, then a comparable index published by a university or a recognized trade publication.

5.8. Adjustment of Monthly Billing for Line Item 1 Labor Deficiencies

When submitting invoices for work performed under line item 1 the Contractor must provide certified payrolls to substantiate that the minimum required number of custodians, custodian supervisors, window washers and window washer supervisors were provided for each shift. In the event the requisite number of any of the job classifications are not provided, the monthly price will be adjusted on a per hour basis pursuant to the fully loaded hourly labor rates for each job classification as noted by the Contractor on the supplementary proposal pages or any revisions thereof. The Contractor may not "make up" missed hours in subsequent shifts in order to not have the deduction applied to their invoice.

5.9. Transition Period

Upon award of the contract, the selected Contractor will be provided up to ninety (90) days to commence services under the new contract. The day the Contractor begins actually providing Janitorial and Window Washing Services will be the first day of the contract. The contract will then continue for the following sixty (60) months unless otherwise terminated or extended. Thus, the contract award date and start date will be different dates. During the transition period the Contractor is required to hire and badge all employees needed to begin the Contract as well purchase the necessary uniforms, supplies and equipment.

The selected Contractor may request a shorter transition period if they will be prepared to start less than ninety (90) days after award. If electing to start services sooner than ninety (90) days, the Contractor must notify the City a minimum of thirty (30) days prior to the date they will be ready to commence operations under the contract.

There will not be overlap between the current contract and this new contract. Upon the existing Contractor completing their last shift, the new Contractor must be prepared to assume complete operations in the next shift.

5.10. Areas of Responsibility

This specification requires Custodial and Window Cleaning Services for the domestic Core terminals. The Commissioner reserves the right to add or delete locations as required, or to limit areas based on operational characteristics without formal modification to the contract. The areas include but are not limited to:

Terminal 1: Upper Level Ticket Lobby, Lower Level Baggage Claim, window cleaning in hold rooms / gates, B-Concourse, C-Concourse, City offices and restrooms Mezzanine Level, all glass exhibits, Terminal 1 stairwells, TSA Security Checkpoints (no screening equipment), ATS Bridge, Terminal 1 Bridge, South Addition, Pedestrian Corridors 1 and 2, CTA Level, Transportation Center, OCC/OEMC, Outside Metal and Non Metal Façade surfaces, all interior and exterior glass, and News Stands and Advertisement displays.

Terminal 2: Upper Level Ticket Lobby, Lower Level Baggage Claim, window cleaning in hold rooms / gates, Airside / E-F Approach, APCR offices, E-Concourse, F-Concourse, City Offices, Chapel, Prayer Room and office, USO and restrooms Mezzanine Level, Children's Museum, all glass exhibits, Terminal 2 stairwells, TSA Security Checkpoints (no screening equipment), ATS Bridge and Stairway, skylights, Terminal 2 Bridge, CDA Operations Tower (Cab interior glass, TRACON Offices, atrium glass), Pedestrian Corridors 3 and 4, all interior and exterior glass, and News Stands and Advertisement displays..

Terminal 3: Upper Level Ticket Lobby, Lower Level Baggage Claim, window cleaning in hold rooms / gates, Airside / H-K Approach, H-K dome interior and exterior glass, H-K Concourses atrium glass (interior only), H&K Food Court, H-Concourse glass dome (interior only), Rotunda, G-Concourse, H-Concourse, K-Concourse, L-Concourse, City offices including ID badging offices and restrooms Mezzanine Level, all glass exhibits, Terminal 3 stairwells, TSA Security Checkpoints (no screening equipment), ATS Bridge and Stairway, skylights, Terminal 3 Bridge, and Pedestrian Corridors 5, 6, and 7, all interior and exterior glass, and News Stands and Advertisement displays..

Custodians will be required to perform cleaning and custodial duties indoors only. NO custodial work will be required to be performed on the exterior of the domestic terminal buildings, except for window cleaning services and façade surfaces cleaning, which must be performed by appropriate personnel.

This specification does not include tenant exclusive use areas, i.e., areas and equipment that is the responsibility of the airlines, concessions, or TSA. Examples of areas not in the Detailed Specifications include, but are not limited to, ticket counter, airline ticket office, airline administration, ground handler administration, airline lounge, airline operations and maintenance storage, baggage handling areas, all concessions leased space, custodial duties of the food courts, security checkpoint equipment, and TSA offices and screening rooms. The Specification also does not include the ATS platforms and other areas as directed by CDA with the exception of maintaining the installed, feminine hygiene disposal systems/diaper and napkin dispensers, maintenance and service of wall mounted sharps disposal systems and wall mounted air freshener systems.

The currently installed feminine hygiene disposal systems/diaper and napkin dispensers installed in all of the restrooms (Terminals 1, 2, 3, the Rotunda, G-Concourse, Transportation Center and CTA Level, I.D. Badging and OCC/OEMC office)

Terminal 1-2-3's operational and passenger capacity, terminal layout, and maintenance requirements described in the Detailed Specifications may change and/or grow over time. In 2017 the Passenger volume was 67,400,000 passengers in the domestic core. Factors driving this expected growth and changes may include:

- Expanded and changing Federal Aviation Security requirements

- Passenger/operational volume growth
- Significant, ongoing business and operational changes in the airline industry

The selected contractor must be prepared to operate in this dynamic, customer-oriented work environment and must be flexible, innovative and prepared to adapt to these changes. There are approximately 1,500,000 cleanable square feet in Terminals 1, 2, 3, Rotunda, G-Concourse, CDA Operations Tower and TRACON offices, Pedestrian Corridors, CTA Level, Transportation Center, OCC/OEMC and I.D. Badging (Exhibit 6). The square footage may be increased by up to 2% (two percent) and the cleanable square footage may be increased to an additional 30,000 square feet at no additional cost to the monthly maintenance.

5.11. Adjustment of Monthly Price for Adding or Deleting Square Footage in Excess of 30,000 Square Feet

The CDA may add or remove up to 30,000 square feet of cleanable square footage on a permanent or temporary basis with no adjustment to the all-inclusive monthly price for services. For any square footage in excess of 30,000 square feet, added or removed, either permanently or temporarily, the Contractor's original monthly price (or current monthly price as adjusted pursuant to annual price adjustment language beyond year 1 of the contract) will be adjusted (increased or decreased) proportionally on a percentage basis.

For example, assuming a monthly bid price of \$1,000,000 and the CDA requesting to add 45,000 square feet beyond the 1,500,000 cleanable square feet included in the Contract, the Contractor would be allowed to request an increase of 1% (0.01) which is calculated as follows: the first 30,000 additional square feet are included at no additional cost. The next 15,000 square feet represent 1% (0.01) of the original 1,500,000 square feet included in the contract and as a result the monthly price would increase by \$10,000 (1% of the assumed bid price of \$1,000,000 per month) to \$1,010,000.

In calculating adjustments, all rounding will be to two (2) decimal places.

The request to increase price will require a formal contract modification and require a written price adjustment request from the Contractor to the Commissioner. In the event of a decrease in price, a formal modification will not be required.

Please note that regardless of the size of the increase or decrease, the Contractor still must meet the performance standards detailed in the contract.

5.12. Minimum Performance Requirements

The Contractor must maintain an overall acceptable level of cleanliness and quality of workmanship, as determined by the Commissioner of CDA, for all areas within the first month of the Contract period. That accepted level of cleanliness and quality of workmanship must, at minimum, be maintained throughout the entire Contract period and any Contract extension periods, if any. Without limiting the foregoing, all areas must be free from dirt, debris, spills, stains, and trash/recycling removal at all times and response to facility cleaning emergencies will be immediate. All materials will be fully stocked and work will be performed in an expeditious and professional manner.

The CDA will oversee all work being performed by the Contractor. At no time is the Contractor permitted to utilize its personnel who are actively working on other contracts to perform the services required under this Contract (i.e., the same work hour(s) for which other customers of Contractor are paying).

The Contractor must report status and condition of the terminals on a daily basis including notification of a problem/deficiency, repair, and safety issue to CDA's representative. The Contractor will render and manage these services as a coordinated team, which is responsible for continuously clean, functional, safe, efficient, properly cleaned facilities and fully stocked restrooms as described in the Detailed Specifications. The Contractor will be directly accountable to, and directly supervised by, a CDA point of contact, for Contract tasks, additional tasks, and its overall performance of assigned tasks, duties, services (i.e., Contract performance).

The Contractor will meet with the Terminal Operations staff on a daily, weekly and monthly basis to provide work status updates and service goals. Such updates will include reports on staffing levels, any safety issue, identify problem/deficiency, repair, with special emphasis on repair issues in the public restrooms (i.e., non-working faucets, toilets, and dispensers). Contractor's General Manager, Shift Managers, and Supervisors will conduct continuous 24/7 inspections of the Terminal facilities and public restrooms. Staffing shall be adjusted at the discretion of the CDA based upon projected passenger loads and other variables effecting terminal traffic. Staffing levels may be adjusted at any time upon receipt of written notice from the CDA to the Contractor.

5.13. Safety

Contractor will develop and maintain a written safety policy and standard operating procedures, in accordance with OSHA (www.osha.gov), American Standards Institute ("ANSI") (www.ansi.org), and all other applicable standards. The Contractor's written safety policy and training program, subject to CDA Safety approval, must be provided to the CDA Safety Section for approval two (2) weeks prior to the start date of the contract. Contractor is responsible for the OSHA training of its employees, purchasing and maintenance of PPE (Personal Protective Equipment) for its employees.

Contractor will comply with all Federal, State and local regulatory requirements for all hazards. The Contractor will be responsible for disposal of all blood borne pathogens within their area of responsibility in compliance of all elements contained in OSHA Blood borne Pathogen Standard, 29 CFR 1910.1030. The Contractor will inform the CDA Safety Division in writing within 24 hours of any violation notice or opening conference by any regulatory agency within 24 hours of occurrence. The Contractor will furnish the CDA Safety Division a copy of all required annual tests. It will again inform the CDA Safety Division of any abatement and/or response given to any regulatory agency or insurance company simultaneously at the time the response is issued.

5.14. Materials Handling and Storage

The Contractor must be prepared to operate in the dynamic, customer-oriented work environment and must be flexible, innovative and prepared to adapt to these changes. This section addresses the external and internal movement of materials and equipment throughout the multi-building core terminal area. The Contractor must, while rendering the services described in the Detailed Specifications, be prepared to address the following Airport general operational considerations:

- Daily or weekly receiving and distribution of all incoming shipments and equipment will be through designated Posts located at the end points of the domestic terminals as noted on Exhibit 6: Posts 7 and 10. For the CTA Level, Elevators 141 and 142 will be used for receiving and distribution of all incoming shipments and equipment.
- Delivery hours of supplies and materials by truck/tractor trailer are scheduled by CDA so as not to conflict with peak traffic times. For example, between the hours of 10:00 pm and 5:00 am is acceptable.
- All items (e.g. consumable goods, equipment, machinery) delivered to the terminal areas will be inspected and screened, which is conducted in designated locations in the terminal buildings (vendor security checkpoints).
- Storage areas and supply rooms shall be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage. Contractor must comply with all City of Chicago Building Codes, so as not to constitute a Fire Code and/or Electrical Code violation in the storage of materials.
- Storage of material shall not create a hazard, for example, bundles, etc. stored in tiers shall be stacked, blocked, interlocked and limited in height so that they are stable and secure against sliding or collapse.

- Supplies and materials delivered to locations throughout the Airport using flatbed trucks, manual pallet jack, or powered pallet jack must have non-marking wheels.
- All material handling equipment must be operated in a safe manner and equipment inspections performed as required.
- CDA has authorized designated elevators for use of transport of supplies and equipment. Contractor will use only these designated elevators, and will not use the passenger elevators or glass elevators for transport of supplies, equipment, custodial carts, refuse carts, Cushman Carts or consumable goods, unless otherwise directed by the Commissioner.
- All delivery trucks and or trailers must have hydraulic tail gates to unload materials or supplies, domestic terminals do not have loading docks.
- Deliveries are only at designated locations, see Exhibits 6.
- Contractor is expected to keep on hand a minimum of a 7-day supply of consumable goods, and have the ability to replenish supplies within 24-hours to maintain an adequate inventory in the terminals to cover all locations and shifts.
- Contractor will be responsible for shipping supplies, equipment, consumable goods, and materials to the Airport. Also, Contractor will be responsible for all receiving under the guidance of their on-site management staff, stocking and restocking using their own custodial staff.

5.15. Contractors Support Area

Support areas may be made available to the Contractor, at O'Hare International Airport, at no cost to the Contractor. The Contractor may provide a temporary field office for its own use and store necessary equipment and materials only in the storage/support areas. Please reference Exhibit 9.

The City reserves the right to relocate or completely remove access to this area or may provide its replacement space during the term of this Contract with a thirty (30) day written notice to the Contractor and at no cost to the City.

Any and all required utilities for the Contractor's operations must be arranged for and paid for by the Contractor and paid directly to the utility companies. The Contractor is responsible for making the final connections for utilities.

All costs associated with preparing the staging and storage areas and subsequently restoring the areas to their original condition will be borne by the Contractor.

Prior to placing field offices and materials on the site, the Contractor must prepare and submit to the Commissioner, a layout of the site showing the locations of field offices, and the areas and facilities proposed for the use of storage for the Commissioners review and approval.

5.16. Communication

Contractor must provide a twenty-four (24) hour answering service to respond to inquiries from the CDA.

The Contractor must provide service and maintenance personnel communication devices that insure two-way communication between the Contractor's base and individuals on duty at the Airport.

CDA must be able to have direct contact with the Contractor's General Manager and management staff 365 days per year, 7 days per week / 24 hours per day basis by providing cellular, data, fax, and land lines at no additional cost to the City.

The CDA Management Staff will communicate on a daily and regular ongoing basis with the General Manager, Shift Managers, and Custodial Supervisors employed by the Contractor concerning day-to-day and

other routine and non-routine operational matters. If necessary, however, CDA Management Staff will communicate with the Contractor's management staff concerning other operational concerns.

5.17. Uniforms

Contractor's service personnel must wear appropriate uniforms provided by the Contractor at no additional cost to the City. If the Contractor has different accounts at O'Hare, those workers' uniforms must be a different color than the uniforms provided under this Contract (City uniform must differ from other contracts). The Commissioner has the right of approval of all uniforms. The uniforms are to reflect a professional appearance, and to be kept clean and neat.

Department of Aviation ID badges are required to be displayed (above the waist) at all times while on Airport property.

5.18. Reporting

All complaints or comments received by the Contractor regarding the restrooms, dispenser repairs, maintenance, or employees must be immediately submitted to the Commissioner's designee in writing or by electronic methods (i.e., Fax or E-Mail, Restroom Checklist, response to 311 calls/complaints, restroom repairs, work orders).

The Commissioner will be responsible for responding to all complaints and comments received.

The Contractor must not correspond or otherwise communicate with the public except as instructed in writing (i.e., Fax or E-Mail) by the Commissioner.

CDA reserves the right of approval on all reporting forms. CDA will notify the Contractor two (2) weeks in advance of any changes in the reporting system.

CDA reserves the right to request any and all usage reports on any consumable items including but not limited to: toilet paper, soap, diapers, feminine hygiene products, paper towels, toilet seat covers, etc.

5.19. Customer Service

Everyone who works at the Airport is an "Ambassador" of the City of Chicago, and the Chicago Airport System. Employee training, courteous demeanor and customer service are essential. A minimum of 2 hours of customer service training quarterly per employee is required. CDA must give advanced approval of the curriculum and the Contractor must provide documentation of training. This training time is part of the work and is incidental to the Contract. Training does not reduce the amount of personnel required to perform active janitorial duties: Contractor is expected to provide additional personnel as needed to cover the duties of workers assigned to training on any given date.

5.20. Transportation Within Service Areas

Contractor must furnish a minimum of four (4) battery-powered carts (i.e., Cushman Carts) and an adequate number of utility carts (i.e., push carts) for use by its maintenance and service personnel.

Carts will remain property of the Contractor and the Contractor is responsible for the maintenance and the safe operation of all equipment.

The carts must always be presentable and in good working order.

The glass elevators/passenger elevators are not to be used for Cushman carts or other utility carts. The following is a list of CDA authorized elevators for Cushman carts and other utility carts use. All other elevators throughout the Airport are for pedestrian use only:

- | | |
|-------------|---|
| Terminal 1: | Freight elevators 021, 022, 028, 031, 141, 142; Landside passenger elevator 048 |
| Terminal 2: | Freight elevator 053 |
| Terminal 3: | Freight elevator 083 |

If the Contractor's employees are observed using the glass elevators, the CDA will put the Contractor on written notice. In the event Contractor's employees damage the glass elevators, Contractor will be solely responsible for the repairs.

5.21. Feminine Hygiene Disposal Systems, Diaper and Napkin Dispensers, Air Freshener System, Wall Mounted Sharps Disposal System and Hand Sanitizers Maintenance.

Currently, the requisite hand sanitizers, air fresheners, sharp disposal bins and feminine napkin dispensers are in place throughout the Airport. The Contractor may utilize all or part of the sharps disposal system, existing vending machine dispensers, air freshener systems and hand sanitizers or any other product dispensers that are currently installed, including but not limited to Hand Soap, Paper Towels and Toilet Paper. Hand Dryers are not the responsibility of the Contractor on a temporary or permanent basis provided the Contractor demonstrates its ability to service and maintain the existing systems. Any parts of the systems not utilized by the Contractor must be legally disposed of by the Contractor at no additional cost to the CDA. The Contractor is not allowed to dispose of material in CDA garbage. Should the Contractor elect to utilize different equipment than what is currently installed, the Contractor will provide the new equipment to CDA and CDA will be responsible for its installation.

All costs for the work and services described herein, including the feminine hygiene disposal system, diaper and napkin dispensers, air freshener system, sharps disposal system, hand sanitizers and any other product dispensers which may be increased as provided below, are incidental to the Contract. The price quoted on the Proposal Pages as the monthly price is the full bid price including delivery to destination, all transportation and handling charges, material or service costs, patent royalties, and all other overhead charges of every kind and nature.

The cost of all the feminine hygiene disposal system, vending machine dispensers, replacement parts, napkins, tampons, diapers, air freshener system, odor counteractant refills, batteries, and daily service and maintenance must be included in the monthly cost. This is an all-inclusive cost including, but not limited to procurement and servicing of these systems as well as the procurement of replacement parts and consumable supplies are to be incorporated in the monthly price.

- A. Currently there are fifty-six (56) women's and family restrooms at the Airport which have sanitary napkin/tampon and/or diaper vending machine dispensers. All are CDA owned and CDA installed. There are one-hundred forty-seven women's, men's and family restrooms at the Airport which have air freshener systems installed. All are CDA owned and installed. The following is an approximate breakdown and location of the sanitary napkin/tampon and diaper vending machines and air freshener systems at each building:

	Napkin/Tampon	Diaper	Air Freshener
Terminal 1	14	2	108
Terminal 2	10	1	76
Terminal 3	<u>32</u>	<u>9</u>	<u>113</u>
Total =	56	12	297

About ten (10) family restrooms have 9 diaper and 12 napkin/tampon vending dispensers.

forty-six (46) women's restrooms have 3 diaper and 44 napkin/tampon vending dispensers. One-hundred forty-seven restrooms (147) which include 60 men's, 64 women's and 23 family restrooms, have a total of 297 air freshener systems.

- B. Contractor will be responsible for procuring the vending machine dispensers, air freshener systems, sharps disposal systems, hand sanitizers, and all replacement parts; and procuring the napkins, tampons, diapers, odor counteractant refills, batteries, red sharps containers and wall mounted cabinets, and refill and service the vending machine dispensers, hygiene disposal

units, air freshener systems and sharps disposal systems on a 365 day per year / 7 day per week / 24 hour per day basis throughout the life of the contract. The Contractor may use the existing equipment in place or remove and replace with other equipment at their expense. New equipment must be approved by the Commissioner prior to installation.

- C. All vend-monies will be collected and retained by the Contractor.
- D. The CDA reserves the right to add or delete locations and vending machines, disposal systems, air fresheners, hand sanitizers, and wall mounted sharps disposal systems during the Contract.
- E. Price per vend will not exceed the following during the entire Term of the Contract:
- | | | |
|-----------------|---|-------------|
| Sanitary Napkin | = | \$0.50/each |
| Tampon | = | \$0.50/each |
| Diaper | = | \$1.00/each |
- F. Feminine napkins must be vended, individually wrapped or packaged.
- G. Tampons must be vended, individually wrapped or packaged, 100% flushable and biodegradable, seamless cardboard applicator, and cord sewn into the length of the tampon for secure removal.
- H. Diaper kits must be vended, each kit must include diaper, table liner, hand wipes and individually wrapped or packaged. The kit must fit Koala Kare Products diaper dispenser model KB143-SS, unless the Contractor elects to replace dispensers with a different model at their own expense.
- I. Currently an average of 2,500 tampons, 1,250 napkins and 100 diaper kits are used each month.
- J. The currently installed vending machines are:
- Diaper Dispenser: Koala KB143
 - Napkin/Tampon Dispenser: Bradley 407 and 426
 - Napkin/Tampon Dispenser: A&J U510
 - Napkin/Tampon Dispenser: Bobrick 352
 - Napkin/Tampon Dispenser: ASI 9468
- K. There are fifty-six (56) restroom locations (10 family and 46 women's restrooms) with a total of fifty-six (56) napkin/tampon vending dispensers and twelve (12) diaper vending dispensers at the inception of the Contract, in Terminal 1, Terminal 2, Terminal 3, the Rotunda, Concourse G, Transportation Center and CTA Level. The CDA reserves the right to add or delete napkin/tampon and diaper vending machine locations during the term of this Contract. The total number of napkin/tampon vending dispensers may be increased by six (6) and diaper vending dispensers may be increased by up to fifteen (15) and the number of restrooms may be increased to an additional fifteen (15) at no additional cost to the monthly maintenance. The napkin/tampon and diaper vending dispensers will be included in the monthly cost.
- L. The currently installed air freshener dispenser system is: Technical Concepts TCell #402092
- M. There are one-hundred forty-seven (147) restroom locations (60 men's, 64 women's and 23 family restrooms) with a total of two-hundred ninety-seven (297) air freshener systems at the inception of the Contract, in Terminal 1, Terminal 2, Terminal 3, the Rotunda, Concourse G, Transportation Center, CTA Level, OCC/OEMC and I. D. Badging. The CDA reserves the right to add or delete air freshener system locations during the term of this Contract. The total number

of air freshener systems and may be increased by fifteen (15) and the number of restrooms may be increased to an additional fifteen (15) at no additional cost to the monthly maintenance. The air freshener systems and will be included in the monthly cost.

- O. There are one-hundred eighty-five (185) hand sanitizing stations located at the inception of the Contract, in Terminal 1, Terminal 2, Terminal 3, the Rotunda, Concourse G, Transportation Center, CTA Level, OCC/OEMC and I. D. Badging. The CDA reserves the right to add or delete air hand sanitizing locations during the term of this Contract. The total number of hand sanitizing stations may be increased by fifteen (15) at no additional cost to the monthly maintenance. The hand sanitizing stations will be included in the monthly cost.

5.21.1. Feminine Hygiene Disposal Equipment and Service Requirements

As the Feminine Hygiene Disposal System is part of an overall service that includes legal disposal, none of the equipment currently being utilized at the Airport will be available for the Contractor to utilize. The feminine hygiene disposal system equipment and removal service will adhere to the following requirements:

- a. Each feminine product disposal system must not exceed a maximum width of 10-inches, the height not to exceed 36-inches, and the depth not to exceed 26-inches to fit in the existing toilet stalls in the public and family restrooms at the Airport.
- b. Each feminine product disposal system should hold a sufficient amount of used products and be changed out a minimum of two (2) times per week. Disposal unit construction can be stainless or acceptable plastic materials based on industry standards.
- c. Each feminine product disposal system must be self-contained and disposed products not accessible.
- d. Each feminine product disposal system must have a lockable lid.
- e. Each feminine product disposal system must have Braille lettering for the visually impaired.
- f. Each feminine product disposal system must be exchanged with a clean unit at least two (2) times a week. The dates for such servicing will be determined by CDA.
- g. It is important that these feminine product disposal systems are not opened on Airport property. A clean, sanitized feminine product disposal system should be brought in and the used systems should be removed to Contractor's property for proper cleaning.
- h. Each feminine product disposal system must contain deodorizing fluid.
- i. There are eighty-seven (87) restroom locations (23 family and 64 women's restrooms) with a total of four hundred fifty-nine (459) disposal units needed at the inception of the Contract, in Terminal 1, Terminal 2, Terminal 3, the Rotunda, Concourse G, Transportation Center, CTA Level, OCC/OEMC and I.D. Badging. The CDA reserves the right to add or delete feminine hygiene disposal unit locations during the term of this Contract. The total number of hygiene disposal units may be increased by up to forty-six (46) and the number of restrooms may be increased to an additional nine (9) at no additional cost to the monthly maintenance. The feminine hygiene disposal system will be included in the monthly cost.

5.21.2. Sharps Disposal System

CDA has wall mounted sharps disposal systems in a majority of the men's, women's and family restrooms, currently totaling 147 restrooms, at O'Hare International Airport. The Contractor will be responsible to purchase, service, transport and dispose the sharps container boxes according to OSHA Blood borne Pathogen Standard 1910.1030.

- A. Contractor will inspect the sharps disposal systems daily checking for usage, cabinet repairs, locking mechanism, and any tampering.
- B. Contractor will be solely responsible to ensure that the sharps disposal cabinets are locked at all times, and the locking mechanisms are fully operational. If a locking mechanism is not fully operational, and the cabinet and sharps disposal box cannot be secured, the sharps disposal box will be immediately removed until the cabinet lock is repaired or replaced. A printed courtesy sign will be placed over the top of the cabinet stating the cabinet is temporarily out of order, and to prevent sharps from being dropped into the cabinet.
- C. The sharps disposal system currently in place is the Covidien Sharpstar In-Room Sharps Container/Enclosure System.
- D. Key specifications for the touchless deposit wall mounted sharps disposal system are:
 - 1) Cabinet must hold a minimum 5-Quart transparent sharps container
 - 2) Cabinet must be made of heavy duty material (i.e., plastic or metal)
 - 3) Cabinet must have a secure locking device
 - 4) Cabinet allows for visual monitoring
 - 5) Cabinet is installed with secure wall-mounted hardware
 - 6) Sharps container is a minimum 5-Quart and transparent red for visual monitoring
 - 7) Sharps container is horizontal drop that maximizes the container's volume
 - 8) Sharps container with lid design that limits access and tampering
 - 9) Sharps container that is leak proof
- E. The wall-mounted sharps disposal system equipment and removal service will be included in the monthly cost.
- F. The CDA reserves the right to add or delete sharps disposal systems locations during the term of this Contract. The total number of sharps disposal systems may be increased by fifteen (15) and the number of restrooms may be increased to an additional fifteen (15) at no additional cost to the monthly maintenance. The sharps disposal systems will be included in the monthly cost and become property of the City at the end of the contract.
- G. The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any item the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

5.21.3. Pictures and Specifications

The bidder is required to provide three (3) copies of each of the following informational items with its bid, or provide a written explanation as to why the information is not available to be submitted with the bid. If unavailable at the time of the bid, the bidder must provide the following materials prior to the award of the Contract.

- A. Current published literature, including renderings and pictures describing the feminine hygiene disposal system, wall mounted sharps disposal system, hand sanitizer, hand soap, paper towel, toilet paper, and napkin and diaper dispensers if the Contractor elects to use different models than currently in use at O'Hare.
- B. Detailed manufacturer's specifications for the feminine hygiene disposal system, wall mounted sharps disposal system, hand sanitizer, hand soap, paper towel, toilet paper,

and napkin and diaper dispensers if the Contractor elects to use different models than currently in use at O'Hare.

5.22. Custodial and Window Cleaning Services

All custodial and window cleaning equipment (janitorial carts, mops, buckets, wringers, rags, brooms, dust pans, etc.), power equipment (floor scrubbers, lifts, booms, vacuums, etc.), Cushman carts, cleaning supplies (cleaning chemicals, spray cleaners and polishes, strippers, floor finishes, etc.), and consumable supplies (e.g., toilet tissue, paper towels, hand soap, waste receptacle liners, etc.) will be provided by the Contractor, at no extra cost. Contractors are required to use only biodegradable trash liners (bags) that, once at a landfill, break down at a faster rate than traditional trash liners. (See Exhibits 3 and 4 for current or acceptable equipment and supplies list.) CDA will provide storage for consumable goods and cleaning supplies, and Contractor is expected to keep on hand a minimum of a 7-day supply of consumable goods, and have the ability to replenish supplies within 24-hours. The Contractor will also provide Personal Protective Equipment (PPE) supplies (i.e., gloves, goggles, safety vests, harnesses, lanyards, ropes, respirators, masks, etc.) and training in their proper use to their labor work force at the Contractor's cost. The Contractor will be responsible to provide OSHA-documented training in Personal Protective Equipment 1910.132, and Hazard Communication 1910.1200. (Quoted from Title 29, Code of Federal Regulations Part 1910).

The Contractor will provide Custodial Services as further described below and Custodial Specifications in Exhibit 2 to ensure that the Airport patrons and employees are in a clean and fully supplied environment at all times. Custodial Services must meet the following Performance Requirements and include:

- Frequent cleaning of interior and exterior surfaces such as interior and exterior glass, metal finishes, floors and any other structural cleaning which the CDA deems necessary or desirable.
- Scheduled cleaning of elevators and elevator tracks, escalator treads, risers and floor plates, and scheduled cleaning of moving walk pallet treads (moving walkways).
- Annual cleaning of Terminal 1 window shades in the Ticket Lobby, Airside, B-Concourse and C-Concourse. There are 450 small window shades and 200 large window shades. Prior to the removal of the window shades, Contractor will inventory and notify CDA in writing the condition of shades in regard to any missing or damaged shades. The window shades will be removed, cleaned off site (washed, not just vacuumed), and reinstalled. The window shades in the Airlines' hold rooms and offices are included. All materials, supplies, cleaning agents, and equipment used for this cleaning project will be at the Contractor's cost.
- Supply of all consumable goods such as toilet paper, paper towels, hand soap, hand sanitizers and all corresponding dispensers, cleaning supplies, soaps, and towels. CDA reserves the right to set product standards, and to be informed in advance to review and approve product and dispenser changes (Section 1.4 "SAM Manual Compliance")
- Contractor will be responsible for disposal of all blood borne pathogens within their area of responsibility in compliance of all elements contained in OSHA Blood borne Pathogen Standard, 29 CFR 1910.1030.
- Refuse handling, to include the removal of refuse from the Terminals including trash, garbage, recycling and other waste. It must be properly disposed of at a centrally located dumpsite designated by CDA. All recyclable refuse such as aluminum cans, plastic bottles, newsprint, office paper, cardboard, etc., must be put in designated recycling waste receptacles and routed to exterior recycling compactors. All such handling must be done in a neat, safe, sanitary, and environmentally sound manner, and in accordance with all applicable laws, ordinances, and CDA/City rules, regulation, policies and procedures. All recycled materials will be collected, processed and stored in sealed plastic bags or as otherwise directed, until pick-up by the Airport's recycling contractor.

- The CDA provides a Passenger Assistance Program at O'Hare for passengers who are forced to spend the night at the Airport. This complimentary program includes cots, blankets, pillows, pillow slips, and overnight amenity bags. Once notified by the CDA, the Contractor will set up cots, pillows, blankets, and amenity kits in designated areas within the Terminals for the passengers that will be stranded overnight in the Airport. The set-up time is 7:00 p.m. and the takedown will begin at 4:30 a.m. The takedown will include bagging the soiled blankets, removing the used pillow slips and bagging the pillows, folding the cots and transporting the cots and materials to the supply room. The pillows must be sanitized with a disinfectant spray before pillow cases are applied. The Passenger Assistance Program will be executed using existing staff on duty. The Program is used an average of 150 times per year. Projected use of the Passenger Assistance Program is based on operational need and cannot be forecasted by the City. The contractor will be given an SOP by the City upon award of a contract.

5.23. Staffing Procedures / Staffing Plan

The staff schedule will remain relatively regular, but the Commissioner assigns work as needed to the worker types as needed, to any of the locations covered under this Contract.

The Contractor's workers must be constant and dynamic. In other words, except for scheduled breaks, custodial and window cleaning services will be provided continuously without downtime throughout each shift. Unless the task is specified to be periodic – such as carpet cleaning or stripping and finishing (waxing) floors – it must be performed repeatedly throughout the man-hours assigned at each site, as determined within reason by the authorized representative of CDA.

The Contractor must provide such equipment for recording worker attendance (i.e., the installation of punch time clocks or computerized swipe systems at reasonably located areas), and have the capability to produce payroll attendance reports. The Contractor must provide such attendance reports with each invoice. In addition, the CDA has installed an alternative method for recording worker attendance (e.g., computerized swipe systems Terminals 1 and 3-basement) whereby Contractor's employees will use their ORD I.D. Badges to swipe in and out.

The Contractor must provide complete and accurate time sheets for each worker. Time sheets must accompany each invoice and must correlate to the attendance records (as described above).

Staffing Plan: The Contractor must provide all necessary personnel to perform the Detailed Specifications and provide qualified replacement personnel if necessary. The Contractor will provide on-site management coverage 365 days per year / 24 hours per day / 7 days per week including afternoons, nights, weekends (Saturday-Sunday), and holidays. Management staff must also be available on an on-call basis 365 days per year / 24 hours per day / 7 days per week. The Staffing Plan will reflect this extended management coverage. In the absence of a scheduled manager, the Contractor will provide CDA the name of the manager who will take the place of the absent manager. At a minimum 80% of the contractor's workforce must be full time employees by the standard definition.

The Staffing Plan must detail the number of personnel, titles, and shifts/hours of operation which the Contractor will implement and use in the provisions of the required services and must be adjusted annually based on any existing or expected changes in Enplanements. The staff must include general management, supervisors, custodial and window washing positions as listed in 1 "Staffing Positions".

All Key Personnel and the annual Staffing Plan must be approved by the CDA upon the award and prior to the start of the Contract. The Contractor must provide Key Personnel staffing of appropriate gender in order to conduct inspections of Men's and Women's Restrooms on all shifts. The CDA may, at will, disapprove the use of certain personnel on the Contract or require that certain personnel be replaced or reassigned to a different task or area.

5.24. Staffing Positions

CDA requires the Contractor to provide professional custodial and window cleaning service workers, a General Manager, Shift Managers, Custodial Supervisors, and Window Washer Supervisor as a resource of pre-screened and approved workers to provide regularly scheduled round-the-clock services at O'Hare International Airport ("Airport") domestic terminals, in accordance with the terms and conditions of this specification, and as required by CDA.

Because the General Manager, Shift Managers, Custodial Supervisors, and Window Washer Supervisor will be required to communicate with CDA personnel on a regular basis verbally and in writing, personnel in those positions must be fluent in English, and be able to read and write in English at a high school level or better. Custodial workers are not required to be fluent in English, but the General Manager, Shift Managers, Custodial Supervisors, and Window Washer Supervisor must be able to effectively communicate with the workers they directly supervise.

Below is a list of recommended Key Personnel who must be on site and dedicated to the facilities and Contract (Terminals 1-2-3). The Key Personnel will ensure that safe, secure, sanitary housekeeping conditions are maintained at all times through the Terminals and Facilities. The Key Personnel must have the following experience and/or abilities: minimum high school or GED and advanced education preferred and/or desirable (Associate Degree or Bachelor's Degree); Career Level: Manager (Manager/Supervisor of Staff); fluent verbal and written English communication skills; excellent customer service skills; excellent organizational skills; ability to handle multiple tasks and work independently; excellent interpersonal skills; excellent leadership skills and a track record in developing employees to their full potential; professional appearance; available to work split shifts, nights, weekends, holidays; minimum two years' work experience in the janitorial or service industry preferred.

5.24.1. General Manager Duties

The General Manager will have overall responsibility for the Contract, including all Subcontractors. The General Manager will be the primary contact person for the CDA, City of Chicago. She/he will be dedicated to the Contract, and will be based at the Airport. The General Manager will be responsible to ensure that all work is completed as outlined in the Detailed Specifications of this Contract, and that the quality of this work meets the standards established by CDA. Responsibilities will include: responsible for overall responsiveness of personnel and subcontractors and heads the on-site management team; complies all reports required under the Detailed Specifications; accountable for quality control, custodial/window operations and procedures, scheduled inspections, repairs and maintenance; develop and maintain effective client relations; is expected to keep on hand a minimum of a 7-day supply of consumable goods, and have the ability to replenish supplies within 24-hours to maintain an adequate inventory in the terminals; assist the on-site Shift Managers when needed in handling customer complaints in a professional manner; train and develop Shift Managers and assist them in training and developing their employees in the assigned locations; train and develop a service-oriented team to provide excellent customer service; inspect, monitor, and manage the service and quality performance of the Shift Managers, Supervisors, Window Washer Supervisor, custodial workers and window washers; provide positive leadership; comply with safety regulations to ensure a safe workplace; conduct site inspections to insure proper staffing levels are maintained in-house and with Subcontractors; keep CDA management advised of accidents-incidents, property damage, problems, repairs, deficiencies, and be punctual in returning all telephone calls; meet with CDA management on a daily basis; advise CDA management of his/her scheduled vacation and who will perform the General Manager duties in his/her absence. The General Manager will work as a liaison between CDA and the Contractor, and will be available 365 days per year / 24 hours per day / 7 days per week to respond to any problems that may arise at a work site. On-site hours will be between 8:00 a.m. and 4:00 p.m. Monday through Friday at a minimum.

5.24.2. Shift Manager Duties

The Shift Managers will be assigned to manage the three (3) Terminals 1-2-3 on each of the three shifts, for a total of three (3) Shift Managers per day, to provide 365 days per year / 24 hours per day / 7 days per week coverage. The Shift Manager will work under the guidance of the General Manager, and will be dedicated to the Contract and shift, and will be based at the Airport. They will be responsible to ensure that all work is completed as outlined in the Detailed Specifications of this Contract, completes required reporting, and that the quality of this work meets the standards established by CDA. Responsibilities will include: develop and maintain effective client relations; assist the on-site Custodial Supervisors and Window Washer Foremen when needed in handling customer complaints in a professional manner; train and develop Custodial Supervisors and assist them in training and developing their employees in the assigned locations; schedule employees to ensure proper coverage and smooth operations including Subcontractors; train and develop a service-oriented team to provide excellent customer service; provide positive leadership; direct and train staff to accomplish daily tasks; respond to on-site customer and telephone customer complaints in a timely manner as directed by CDA; comply with all safety regulations to ensure a safe workplace; complete accident-incidents reports and property damage to ensure all paperwork is filled out correctly and in a timely manner; continuous inspection of the terminal facilities, public restrooms, Supervisors, Window Washer Supervisor, and employees; inform General Manager and CDA of unusual incidents and make recommendations for improvements; handle special projects assigned by the General Manager and/or CDA; complete daily restroom inspection checklist noting any problems, repairs or deficiencies, and turn in daily to CDA; is expected to keep on hand a minimum of a 7-day supply of consumable goods, and have the ability to replenish supplies within 24-hours to maintain an adequate inventory in the terminals; maintain custodial equipment in safe and efficient operation; meet with CDA management on a daily basis. The Shift Manager will be available 365 days per year / 24 hours per day / 7 days per week to respond to any problems that may arise at a work site. On-site hours and shifts will be: 6:00 a.m. to 2:30 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. 365 days per year / 24 hours per day / 7 days per week.

5.24.3. Custodial Supervisors Duties

The Custodial Supervisor will be assigned to manage the custodial workers in the three (3) Terminals 1-2-3 on each of the three shifts, for a total of nine (9) Supervisors a day, to provide 365 days per year / 24 hours a day / 7 days per week coverage. The Supervisors will have direct responsibility for all employees working on their shift in their Terminals. The Supervisors will be non-working, i.e. they will not be assigned to any cleaning duties. They will be responsible to ensure that all work is completed as outlined in the Detailed Specifications of this Contract, and that the quality of this work meets the standards established by CDA. Responsibilities will include: ensure all employees are in their assigned areas, completing their duties, have proper equipment and supplies to complete their job functions; ensure that an employee section is covered during a lunch break and all required cleaning tasks are completed with no break in service; coordinate daily work schedules; instruct employees in the proper use of supplies, equipment and cleaning maintenance practices; allocate supplies and restock remote storage areas; prepare and maintain time cards, Daily Assignment Sheets, and all other applicable records and ensure employees are following all safety rules and techniques; lead by example; train new workers and oversee on-going training of existing employees; complete daily restroom inspection checklist noting any problems, repairs or deficiencies, and turn in daily to Shift Manager; continuous inspection of the terminal facilities, public restrooms and employees; inform Shift Manager of unusual incidents and make recommendations for improvements; train and develop a service-oriented team to provide excellent customer service. There will be Custodial Supervisors available 365 days per year / 24 hours per day / 7 days per week to provide supervision and respond to any problems that may arise at a work site. On-site hours and shifts will be: 6:00 a.m. to 2:30 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. 365 days per year / 24 hours per day / 7 days per week.

5.25. Minimum Routine Custodial Shift Staffing Allocations

Each shift is 8-1/2 hours. Each 8-1/2 hour shift includes one ½-hour unpaid “lunch break” and two 15-minute paid breaks. One 15-minute break is permitted before the lunch break and the other 15-minute break is permitted after the lunch break. Breaks cannot be combined to create one longer break. Contractor’s employees are not permitted to sit in the gate areas at any time. The authorized representative of CDA management will determine the time slots designated for lunch and breaks at each site and for each shift. (The intent is to ensure adequate coverage at various work areas during the break periods.)

The Contractor must provide the minimum staffing coverage based on a regular/routine shift. The routine shift schedule and man-power allocation for Minimum Staffing Coverage as described in the detail specifications and must be maintained 365 days per year / 24 hours a day / 7 days a week, or 24/7 coverage. The schedules given are the minimum staffing required. If the Commissioner determines the required services as outlined in the Detailed Specifications are not being performed, additional staff must be provided at no cost to the CDA.

There are twenty-two (22) high profile restrooms that require custodial staffing 16 ½ hours per day, 7 days per week, 365 days per year on the 0600 to 1430 shift and 1400 to 2230 shift. See Exhibit 3.

TERMINAL 1

SHIFT	ALLOCATION –MINIMUM STAFFING COVERAGE
0600-1430	1 Supervisor 12 Male Custodial Workers, 12 Female Custodial workers to cover restrooms, plus 9 additional custodial workers either male or female for general cleaning.
1400-2330	1 Supervisor 12 male custodial workers, 12 female custodial workers to cover restrooms, plus 9 additional custodial workers either male or female for general cleaning.
2200-0630	1 Supervisor 11 male custodial workers, 11 female custodial workers to cover restrooms, plus 5 additional custodial workers either male or female for general cleaning.

TERMINAL 2

SHIFT	ALLOCATION –MINIMUM STAFFING COVERAGE
0600-1430	1 Supervisor 4 Male Custodial Workers, 4 Female Custodial workers to cover restrooms, plus 6 additional custodial workers either male or female for general cleaning.
1400-2330	1 Supervisor 4 male custodial workers, 4 female custodial workers to cover restrooms, plus 6 additional custodial workers either male or female for general cleaning.
2200-0630	1 Supervisor 4 male custodial workers, 4 female custodial workers to cover restrooms, plus 9 additional custodial workers either male or female for general cleaning.

TERMINAL 3

SHIFT	ALLOCATION –MINIMUM STAFFING COVERAGE
0600-1430	1 Supervisor 14 Male Custodial Workers, 14 Female Custodial workers to cover restrooms, plus 8 additional custodial workers either male or female for general cleaning, and 5 additional custodial workers dedicated to the cleaning of the H&K Food Court
1400-2330	1 Supervisor 12 male custodial workers, 12 female custodial workers to cover restrooms, plus 8 additional custodial workers either male or female for general cleaning, and 5 additional custodial workers dedicated to the cleaning of the H&K Food Court
2200-0630	1 Supervisor 8 male custodial workers, 8 female custodial workers to cover restrooms, plus 5 additional custodial workers either male or female for general cleaning, and 5 additional custodial workers dedicated to the cleaning of the H&K Food Court

5.26. Window Cleaning Staffing

The Contractor must provide a minimum of forty (40) trained, professional window washers and six (6) working window washer supervisors on a daily basis Monday-Friday, excluding holidays, to perform interior and exterior window cleaning services in domestic terminals including hold rooms/gates, Mezzanine Level, ATS Bridge and Stairway, TSA Security Checkpoints, North and South FAA towers applicable to the area awarded to the Contractor. Window washers must have "B Card" or equivalent qualifications.

Non-routine window cleaning services are performed, from 10:00 p.m. to 4:00 a.m., in remote locations at the Airport where it is difficult to access or are not conveniently accessible during regular hours. Non-routine window cleaning services in such locations may require more highly skilled and trained window cleaners (although, this Contract will not compensate at a different hourly rate), and specialized equipment such as an articulating boom lift with a 60-foot reach (e.g., Genie S80/S85 and SkyJack SJKB-40C).

The Contractor will provide scissors lifts and articulating booms, ladders, and consumable supplies – including rubbers and sleeves for squeegees, and cleaning chemicals.

Rigging Equipment is specialized equipment to construct scaffolding or platforms that will be provided by the Contractor at no cost to CDA on an as-needed basis to clean certain atrium glass in Terminal 1 (over B-C escalators to connector tunnel) twice per year. The Contractor will be responsible to provide OSHA-documented training in the use of Powered Platforms for Building Maintenance-Operations Training 1910.66, Personal Protective Equipment 1910.132, Hazard Communication 1910.1200, Aerial Personnel Baskets/Aerial Device 29 CFR 1910.67 and 29 CFR 1926.453, Fall Protection Plan for General Industry 29 CFR 1910.66, and Ladder Safety Program 29 CFR 1910.25 Portable Wood Ladders and 29 CFR 1910.26 Portable Metal Ladders.

The Contractor's professional window washers must specialize in performing the following window cleaning tasks: wash and dry windows, glass partitions, glass display cases, mirrors (but NOT mirrors in restrooms), glass doors, glass elevators, glass railing partitions, glass stairway partitions, glass railing partitions on speed walks and escalators, and other glass surfaces of a Terminal or building's interior and exterior window or glass surfaces.

Note: Any dripping cleaning material or water must be wiped dry on all surfaces in the performance of window washing.

The Contractor is to provide at their own cost safety belts, hanging harnesses, lanyards, ropes, and other standard safety equipment common in the window cleaning industry which is required to clean upper and lower level building windows and adjacent window frames. Professional window washers must provide their own personal tools of the trade at no extra cost to CDA.

The Contractor must send all window washers and window washer supervisors to OSHA annual Fall and Ladder Protection Training at no cost to the City. The Contractor will provide documentation of the completed training to CDA.

The Contractor must send all window washers and window washer supervisors to OSHA annual Scissor Lift and Articulated Boom Training at no cost to CDA. The Contractor will provide documentation of the completed training to CDA.

5.26.1. Working Supervisors Duties

The Contractor's professional window washers working supervisors must notify CDA of any broken windows, glass, window frames, or sashes, loose or missing window pulleys, locks, supporting structure, and take the necessary precautions to minimize injury to any person, take down and re-install drapes, Venetian blinds, window shades, and all other window dressing fixtures or security devices, as may be required to clean windows, and remove icicles, snow, and salt from ledges, cornices, and balconies. The Working Supervisors must also coordinate, monitor, and inspect window cleaning activities at assigned locations to ensure compliance with the requirements of the Contract, plan, schedule, and assign subordinate window cleaning workers to perform window cleaning duties, instruct its workers on the proper use and safety precautions when using equipment, and prepare and maintain time cards, assignment sheets, training records, and any other applicable records. Additional duties include ensuring all window cleaners observe safety rules, and performing window cleaning duties and related duties as required.

5.26.2. Minimum Routine Window Washing Shift Staffing Allocations

Routine professional window cleaning must be performed at locations applicable to the areas awarded to the Contractor, during the 0600-1430 shifts Monday-Friday, 365 days per year / 8 hours per day / 5 days per week except weekends and Holidays. The shift includes one ½ -hour unpaid "lunch break" and two 15-minute paid breaks. One 15-minute break is permitted before the lunch break and the other 15-minute break is permitted after the lunch break. Breaks cannot be combined to create one longer break. Contractor's employees are not permitted to sit in the gate areas at any time. The authorized representative of CDA management determines the time slots designated for lunch and breaks at each site and for each shift. (The intent is to know in advance exactly when NOT to expect the availability of workers during specified times per shift, and ensure adequate coverage at various work areas.)

The Contractor must provide minimum staffing coverage based on a regular/routine shift. The routine shift schedule and man-power allocation is listed below for each Terminal, having levels of window washer worker staffing allocated following straight-time shifts, 365 days per year / 8 hours per day / 5 days per week except weekends and Holidays. The schedules given are the minimum staffing required. If the Commissioner determines the required services as outlined in the Detailed Specifications is not being performed, additional staff must be provided at no cost to the CDA.

Terminal 1: Man-Hours and Window Cleaning Shift Staffing

At Terminal 1, the Contractor must provide shift coverage based on a regular/routine shift (except weekends and Holidays).

Terminal 1 includes: Upper Level Ticket Lobby, Lower Level Baggage Claim, City Offices Mezzanine level and Terminal 1 stairwells, TSA Security Checkpoints, hold rooms/gates, B and C Concourses, ATS Bridge, Terminal 1 Bridge, South Addition, Pedestrian Corridors 1 and 2, Transportation Center, CTA Level, OCC/OEMC and the façade of Terminal 1.

Routine professional window cleaning tasks include all interior and exterior window glass, hold rooms/gates, all atrium glass, stairway glass, vestibules, automatic doors, revolving doors, glass partitions, glass display cases, glass doors, glass walls, escalator glass, glass railing partitions on speed walks, glass booths that are located on the lower level roadway at Terminal 1; and other glass surfaces of the Terminal building's interior and exterior window or glass surfaces.

Non-routine professional window cleaning must be performed on all high-cleaning locations and atrium glass, e.g., Terminal 1 ticket-side and baggage claim, Terminal 1 B-Concourse, Terminal 1 C-Concourse, and all airside (i.e., interior window surfaces), at locations applicable to Terminal 1. Non-routine window cleaning services are performed during the 2200-0630 shifts Monday-Friday, 365 days per year / 8 hours per day / 5 days per week except weekends and Holidays, at locations applicable to Terminal 1.

SHIFT	ALLOCATION – SHIFTS – 5 DAYS A WEEK
0600-1430	14 window cleaners and 1 window cleaner supervisors
2200-0630	4 window cleaners and 1 window cleaner supervisors

Terminal 2: Man-Hours and Window Cleaning Shift Staffing

Terminal 2 includes: Upper Level Ticket Lobby, Lower Level Baggage Claim, City Offices Mezzanine level and Terminal 2 stairwells, TSA Security Checkpoints, hold rooms/gates, E-F-Concourses, Chapel and office, Prayer Room, USO, Children's Museum, ATS Bridge and Stairway, skylights, Terminal 2 Bridge, CDA Operations Tower (Cab interior glass, TRACON offices, and atrium glass), Pedestrian Corridors 3 and 4. In Terminal 2, the Contractor must provide man-hour coverage based on a regular and routine shift (except weekends and Holidays). A regular and routine shift schedule with regular assignments will be established as determined by CDA to meet its needs.

Routine professional window cleaning tasks include all interior and exterior window glass, hold rooms/gates, all atrium glass/domes, stairway glass, vestibules, automatic doors, revolving doors, glass partitions, glass display cases, glass doors, escalator glass, elevator glass, glass railing partitions, Pedestrian Corridors 3 and 4, Children's Museum, glass booths that are located on the lower level roadway at Terminal 2; and other glass surfaces of the Terminal building's interior and exterior window or glass surfaces.

Non-routine professional window cleaning must be performed, from 10:00 p.m. to 4:00 a.m., on all high-cleaning locations, atrium glass and domes, e.g., Terminal 2 ticket-side windows above airline counters (Mezzanine glass above ticket counters), atrium glass located air side, skylights, Terminal 2 Security Checkpoints, and airside (i.e., interior window surfaces), at locations applicable to Terminal 2. Non-routine window cleaning services are performed during the 2200-0630 shifts Monday-Friday, 365 days per year / 8 hours per day / 5 days per week except weekends and Holidays, at locations applicable to Terminal 2.

SHIFT	ALLOCATION – SHIFTS – 5 DAYS A WEEK
0600-1430	4 window cleaners and 1 window cleaner supervisor
2200-0630	4 window cleaners and 1 window cleaner supervisor

Terminal 3: Man-Hours and Window Cleaning Shift Staffing

Terminal 3 includes: Upper Level Ticket Lobby, Lower Level Baggage Claim, City Offices Mezzanine level and Terminal 3 stairwells, TSA Security Checkpoints, hold rooms/gates, Rotunda, G-H-K-L Concourses, ATS Bridge and Stairway, skylights, Terminal 3 Bridge, Pedestrian Corridors 5, 6 and 7. In Terminal 3, the Contractor must provide man-hour coverage based on a regular and routine shift (except weekends and Holidays). A regular and routine shift schedule with regular assignments will be established as determined by CDA to meet its needs.

Routine professional window cleaning tasks include all interior and exterior window glass, hold rooms/gates, all atrium glass/domes, stairway glass, vestibules, automatic doors, revolving doors, glass partitions, glass display cases, glass doors, escalator glass, elevator glass, glass railing partitions, Pedestrian Corridors 5, 6 and 7, ID Badging, Parking Lot-C vestibule and boiler house, glass booths that are located on the lower level roadway at Terminal 3; and other glass surfaces of the Terminal building's interior and exterior window or glass surfaces.

Non-routine professional window cleaning must be performed on all high-cleaning locations, atrium glass and domes, e.g., Terminal 3 ticket-side windows above airline counters (Mezzanine glass above ticket counters), atrium glass/domes located air side, skylights, Terminal 3 Security Checkpoints, high-ceiling glass in Terminal 3 G-Concourse and Rotunda, H- Concourse and K-Concourse, and all airside (i.e., interior window surfaces) in G-H-K-L-Concourses, at locations applicable to Terminal 3. Non-routine window cleaning services are performed during the 2200-0630 shifts Monday-Friday, 365 days per year / 8 hours per day / 5 days per week except weekends and Holidays, at locations applicable to Terminal 3.

SHIFT	ALLOCATION – SHIFTS – 5 DAYS A WEEK
0600-1430	8 window cleaners and 1 window cleaner supervisor
2200-0630	6 window cleaners and 1 window cleaner supervisor

5.26.3. Supplementary Worker Resource Pool Requirements

The Contractor must establish an effective business process which results in always having a sufficient number of workers to be ready, willing, and able to provide coverage and minimum staffing in the event of any unplanned absenteeism (e.g., assigned workers who fail to report for work due to illness, funeral leave, etc.) any planned absence (e.g., planned vacation time, retirement, or resignation)

5.27. Bid Lines

5.27.1. Bid Line 1:

Janitorial Services - Comprehensive Custodial, Window Cleaning and Related Hygiene and Disposal Service for O'Hare International Airport – Work Billed on A Monthly Basis – Expected Usage Is 60 Months – Fully Loaded Rate

5.27.2. Bid Line 2:

Terminal 1 Façade Cleaning - Work Completed on an Annual Basis – Priced per each cleaning.

Annual Cleaning of Terminal 1 façade. This work will only be for Terminal 1 Concourse B that faces the roadway. This includes all metal and nonmetal surfaces. It excludes the glass surfaces. The metal needs to be cleaned in a manner not damaging to the surface areas. The Contractor will be liable for any and all damages due to improper cleaning techniques. The labor for this service must be separate from the hours billed for the minimum staffing requirements outlined in this scope. There are approximately 61,000 square feet of panel and 3,500 linear feet of metal columns. The Contractor will need to furnish all supplies, materials, and equipment needed in order to complete the work including but not limited to lifts.

5.27.3. Bid Line 3:

Exterior Cleaning at The South FAA Tower - Work Completed On an Semi-Annual Basis – Priced per each cleaning.

Annual cleaning of the SOUTH FAA Towers Exterior Glass Only. (See Exhibit 12) The labor for this service must be separate from the hours billed for the minimum staffing requirements outlined in this scope. The South Tower's high glass is approximately 198 feet above the ground at its tallest and about 189 feet at its lowest. There is walkway access for the cab class with a railing that is 181 feet above the ground. There are anchor points on the top of the tower. The cab has eight pieces of glass with a total width of approximately 96 feet. The square footage of the cab glass is 864 ft. sq. The tower consists of a curtain glass wall on two sides that starts at the ground level and reaches a height of 172 feet and a width of 24 feet. On the other two side of the tower there are six windows with of height of 33 feet and a width of 2 feet. The total square footage of this glass is 66 ft. sq. These six windows start at 148 feet above the ground and reach a max height about 181 feet. The tower also has ground level glass with a height of approximately 11 feet with a width of 105 feet for a total of 1155 ft. sq The Contractor will need to furnish all supplies, materials, and equipment needed in order to complete the work including but not limited to lifts.

5.27.4. Bid Line 4:

Exterior Cleaning at The North FAA Tower - Work Completed On an Semi-Annual Basis – Priced per each cleaning.

Annual cleaning of the NORTH FAA Tower's Exterior Glass Only. (See Exhibit 13) The labor for this service must be separate from the hours billed for the minimum staffing requirements outlined in this scope. The North Tower's high glass is approximately 234 feet above the ground at its tallest and about 226 feet above the ground at its lowest. There is a walkway with a railing that is about 219 feet above the ground. There are anchor points on the top of the tower. The width of the glass at the cab level of the tower is approximately 124 feet. The square footage of the cab glass is 992 ft. sq. There is also ground level windows that sit at a maximum height of about 9 feet. The combined widths of these windows are 110 feet for a total square footage of 990 ft. sq. The Contractor will need to furnish all supplies, materials, and equipment needed in order to complete the work including but not limited to lifts.

5.27.5. Bid Line 5 & 6:

Janitorial Services Non-Routine Overtime Staffing Allocations – Custodial Workers and Custodial Supervisor – Priced per hour.

Overtime rates apply and will be paid to the Contractor on occasions when the authorized representative of CDA specifically requests the Contractor's authorized representative to have the

existing working staff (Custodial or Custodial Supervisory, or both) remain working for an additional period of time beyond the end of their regular 8-hour shift, and into the next shift, due to unscheduled unforeseen circumstances, for example, during severe weather when conditions require more cleaning coverage, or if a flooded restroom requires extra cleaning coverage, or if other accidents require a few extra back-up man-hours for cleaning.

5.28. Contractor Qualifications

Because of the nature of the work involved and the duration of this Contract, Contractor will be required to provide proof of its capabilities and competency to perform the work under this Contract. With the bid, the Contractor must provide a list containing a minimum of three (3) similar projects, including duration, location, scope, dollar value and a customer contact person and phone number.

Contractor must be regularly engaged and experienced in comprehensive custodial-window cleaning and related hygiene and disposal services. The Contractor must have demonstrated experience in cleaning and servicing multiple, high traffic restrooms in large-scale public and/or commercial peak driven facilities.

The Contractor must have the ability to supervise and perform work with that degree of skill, care and diligence normally exercised by experienced contractors performing the work of projects similar in scope.

5.29. Protection of Work, Damages and Repairs

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

If the Contractor is authorized to use City equipment, the City of Chicago will NOT be held liable for any injury incurred with use of its equipment. The Contractor is responsible to provide waivers to release the City of Chicago of any liability and the Contractor must provide accident insurance.

If the City of Chicago equipment is damaged, the CDA will arrange for repair services. However, the Contractor is responsible for the cost of repairs that result from the Contractor's workers' misuse or neglect. The cost of the repair services will be deducted from invoices submitted by the Contractor for the cost of custodial and window washing services.

5.30. Notices from Contractor

Notices provided herein, unless expressly provided for otherwise in this Contract, will be in writing and must be delivered by United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

Commissioner of Aviation
O'Hare International Airport
10510 Zemke Road, Bldg. 400
Chicago, IL 60666

With Copies to:

Chief Procurement Officer
City Hall, Room 806
121 North LaSalle Street
Chicago, IL 60602

If to the Contractor:

Notices delivered by mail will be deemed effective three (3) calendar days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this Section.

5.31. Bidders Submittal

The bidder is required to provide three (3) copies of each of the following informational items with its bid. If unavailable at the time of the bid, the bidder must provide the following materials prior to the award of the Contract:

1. Detailed manufacturer's specifications for the feminine hygiene disposal system, wall mounted sharps disposal system, and napkin and diaper dispensers if the Contractor elects to use different models than currently in use at O'Hare.

Bidder must be familiar and experienced in the maintenance and servicing of janitorial/window washing servicing field to furnish the services herein. The Bidder must have demonstrated experience in cleaning and servicing of high traffic restrooms in large-scale public and/or commercial facilities. With their bid, the lowest responsive and responsible Bidder must:

Provide a listing of previous and/or current contracts. The list must include the following information:

- Company name
- Company address
- Contact person
- Contact person phone number
- Date(s) services provided
- Brief description of work including number of commodes serviced
- Dollar value of work

5.31.1. Staffing Plan

The Contractor must submit, a project staff organizational chart, which includes the names of employees in key positions.

5.32. Exceptions

Any deviation from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids, which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

5.33. Compliance

The Contractor is subject to and must comply with the terms and conditions of the specifications during the entire Contract period and any extension periods, if any.



CITY OF CHICAGO
Department of Procurement Services
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MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

Article 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. Policy and Terms

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

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

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

MBE Percentage	WBE Percentage
25%	5%

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

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

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

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

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

6.2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3. Joint Ventures

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

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;

- iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

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

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

responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

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

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

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

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women

Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

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

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

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

6.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;

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

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

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

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor

may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

6.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection **Error! Reference source not found.** "Error! Reference source not found.") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

6.6. Procedure to Determine Bid Compliance

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

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

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

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be

performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

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

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section Error! Reference source not found., "Error! Reference source not found.," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section Error! Reference source not found., "Error! Reference source not found." herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and

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

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

(5) Application for Approval of Mentor Protégé Agreement

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

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

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

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

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

6.8.2. Procedure for Requesting Approval

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

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

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

6.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

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

Attachment A –Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

Chatham Business Association Small Business Dev. * 800 E. 78 th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Chicago Women in Trades (CWIT) 2444 W. 16 th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes
Contractor Advisors Business Development Corp. * 1507 E. 53 rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes	Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes	Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes
Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes	Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes

Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes
Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes
Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: LarryIvory@IllinoisBlackChamber.org ; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes	JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jlbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes	National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes

National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes	National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Rainbow/PUSH Coalition * 930 E. 50 th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No
Real Men Charities, Inc. 2423 E. 75 th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes	RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes
South Shore Chamber, Inc. * 1750 E. 71 st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes	St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes
The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes	US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes

<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

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

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

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

Dear _____:

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

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

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

Name of Company Representative	at	Address/Phone
--------------------------------	----	---------------

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

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

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

(b) Dollar amounts of anticipated on-going contributions: _____

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

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

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

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

- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____
- _____
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

[illegible]

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

- A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

[illegible]

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

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

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

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

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for
every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

Article 7. INSURANCE REQUIREMENTS

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

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Contract and Employers 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. Coverage must include, but not be limited to, the following: other states endorsement, voluntary compensation and alternate employer, when applicable.

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

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

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

7.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than **\$1,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

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

7.1.4. Excess / Umbrella

Excess/Umbrella 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 right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

7.1.5. Property / Installation Floater

When Contractor performs a repair or replacement of the Property, the Contractor must provide All Risk Property/Installation Insurance at replacement cost for materials, equipment, machinery, supplies that are or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup, or seepage, debris removal, and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

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

7.1.6. Contractors Pollution Liability

When any work performed involves a potential pollution risk that may arise from the work, services, or operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000. Coverage must include, but not be limited to, the following: completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

7.2. Additional Requirements

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666 and Department of Procurement Services, City Hall, Room 806, 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of subrogation 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 Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

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

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

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

Insurance required of Subcontractors. Contractor must name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

Article 8. **ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)**

8.1. Online EDS Filing Required Prior To Bid Opening

The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

8.2. Online EDS Web Link

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

8.3. Online EDS Number

Upon completion of the online EDS submission process, the Bidder will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

8.4. Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Bidder that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

8.5. Preparation Checklist for Registration

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

- _____ 1. Invitation number, if you were provided an invitation number.
- _____ 2. EDS document from previous years, if available.
- _____ 3. Email address to correspond with the Online EDS system.
- _____ 4. Company Information:
 - _____ a. Legal Name
 - _____ b. FEIN/SSN
 - _____ c. City of Chicago Vendor Number, if available.
 - _____ d. Address and phone number information that you would like to appear on your EDS documents.
 - _____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company or the first person that registers for your company.

8.6. Preparation Checklist for EDS Submission

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

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

- 1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- 2. List of subcontractors and retained parties:

- _____ a. Name
- _____ b. Address
- _____ c. Fees – Estimated or paid

8.7. EDS Frequently Asked Questions

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

Article 9. **PROPOSAL PAGES**
Proposal page(s) follow.
Remainder of page intentionally blank.

PU085J

City of Chicago
Catalog RFQ - No Group Lines

RFQ Header Information

COMPREHENSIVE CUSTODIAL / WINDOW
CLEANING AND RELATED HYGIENE AND
DISPOSAL SERVICES FOR CHICAGO O'HARE
INTERNATIONAL AIRPORT (SPEC 802753)

Please Respond By

RFQ Number 5493

Ship To Location 085- O'HARE

For More Information Please Contact JEZIEEL CORTES

3127449842

RFQ Description

Special Instructions

Your Quote is Effective as of

RFQ Status In Process

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type WORK SERV-AVIATION

Specification 802753

Target Market NO

Procurement Type BID

Advertise Date

Bid Deposit Required

WEB BID Edit Rules ALL

Compliance Officer

Compliance Type Description

Percentage Type Desc		Required %
Minority Owned Business Enterprise	Target Percentage Rate	25.00 %
Women Owned Business Enterprise	Target Percentage Rate	5.00 %

Run Time: 07/02/18 12:32:07

City of Chicago
Catalog RFQ - No Group Lines

PU085I

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
1	Work Services	9103912490	91039	JANITORIAL SERVICES - COMPREHENSIVE CUSTODIAL/ WINDOW CLEANING AND RELATED HYGIENE AND DISPOSAL SERVICES AT OHARE INTERNATIONAL AIRPORT	Month	50	\$	(N/A)	\$	(N/A)	
2	Work Services	9103912195	91039	JANITORIAL SERVICES - CLEANING OF TERMINAL 1 FACADE PER DETAILED SPECIFICATIONS	Each	5	\$	(N/A)	\$	(N/A)	
3	Work Services	9103912196	91039	JANITORIAL SERVICES - EXTERIOR CLEANING OF SOUTH FAA TOWER PER DETAILED SPECIFICATIONS	Each	10	\$	(N/A)	\$	(N/A)	
4	Work Services	9103912197	91039	JANITORIAL SERVICES - EXTERIOR CLEANING OF NORTH FAA TOWER PER DETAILED SPECIFICATIONS	Each	10	\$	(N/A)	\$	(N/A)	
5	Work Services	9103912494	91039	JANITORIAL SERVICES - CUSTODIAL WORKER, OVERTIME, AS REQUESTED AND AUTHORIZED BY CITY	Hour	400	\$	(N/A)	\$	(N/A)	
6	Work Services	9103912495	91039	JANITORIAL SERVICES - CUSTODIAL SUPERVISOR, OVERTIME, AS REQUESTED AND AUTHORIZED BY CITY	Hour	50	\$	(N/A)	\$	(N/A)	
Total Price \$											

Run Time: 07/02/18 12:32:07

Spec# 802753
Page 2 of 2

PROPOSAL PAGE SUPPLEMENTAL BID LINE 1

SUPPLEMENTARY PROPOSAL PAGE						
COMPREHENSIVE CUSTODIAL, WINDOW CLEANING AND RELATED HYGIENE AND DISPOSAL SERVICE FOR O'HARE INTERNATIONAL AIRPORT						
Bid Line Item 1 Terminal 1-3 Custodian and Window Cleaning Priced Per Month						
CALCULATION OF BID PRICE WORKSHEET						
LABOR COSTS						
LABOR - CUSTODIAN AND WINDOW WASHERS						
	HOURLY WAGES PAID TO WORKER	FULLY LOADED HOURLY W/BENEFITS	WORKERS/DAY	HOURS/DAY	AVERAGE HOURS/ MONTHLY	PRICE/MONTH*
Custodian			242	8	58,893.12	
Custodian Supervisor			9	8	2,190.24	
Window Washer			40	8	6,774.40	
Window Washer Supervisor			6	8	1,016	
LABOR SUB-TOTAL					\$	
Non-Labor Costs				MONTHLY PRICE		
Labor Management				\$		
Feminine Hygiene Disposal				\$		
Diaper & Feminine Hygiene Dispensers				\$		
Sharps Disposal				\$		
Air Fresheners				\$		
Paper Products				\$		
Plastic Liners				\$		
Chemical/Cleaning Products				\$		
Cleanng Supplies (Mops, Carts, Etc.)				\$		
Cleaning Equipment (Buffers, Vacuums, Scrubbers)				\$		
Life Equipment				\$		
Electric Carts				\$		
Maintenance of Equipment				\$		
NON-LABOR SUB-TOTAL				\$		
TOTAL				\$	MONTHLY FIXED PRICE	Line Item 1
Sum of components must equal monthly bid price						
Monthly Bid Price	\$					
Line Item 1 X 60 Months						
Line Item 1 Total Bid Price	\$					
*For calculating the monthly price the following assumptions should be made						
Custodians and Custodians Supervisors - Monthly price should be based on 30.42 Days per month (365/12)						
Window Washers and Window Washer Supervisors - Monthly price should be based on 21.17 Days per month (52 X 5) - 6						

PROPOSAL PAGE SUPPLEMENTAL BID LINE 2

SUPPLEMENTARY PROPOSAL PAGE			
COMPREHENSIVE CUSTODIAL, WINDOW CLEANING AND RELATED HYGIENE AND DISPOSAL SERVICE FOR O'HARE INTERNATIONAL AIRPORT			
Bid Line Item 2 - Terminal Façade Cleaning Price Per Each Cleaning			
CALCULATION OF BID PRICE WORKSHEET			
LABOR COSTS			
	FULLY LOADED HOURLY W/BENEFITS	ESTIMATED HOURS	PRICE PER EACH CLEANING
Custodian	\$		\$
Custodian Supervisor	\$		\$
Window Washer	\$		\$
Window Washer Supervisor	\$		\$
LABOR SUB-TOTAL			\$
Non-Labor Costs			
			PRICE PER EACH CLEANING
Labor Management			\$
Chemical/Cleaning Products/Equipment/Supplies			\$
Life Equipment			\$
NON LABOR SUBTOTAL			\$
TOTAL			\$
			Line Item 2 Unit Price Per Each Cleaning
Sum of sub total components must equal per each cleaning bid pricing			
Bid Price Per Each Cleaning \$			
Line Item 2 unit price X 10			
Line Item 2 Total Bid Price \$			

PROPOSAL PAGE SUPPLEMENTAL BID LINE 3

SUPPLEMENTARY PROPOSAL PAGE			
COMPREHENSIVE CUSTODIAL, WINDOW CLEANING AND RELATED HYGIENE AND DISPOSAL SERVICE FOR O'HARE INTERNATIONAL AIRPORT			
Bid Line Item 3 Exterior Cleaning at South FAA Tower Price Per Each Cleaning			
CALCULATION OF BID PRICE WORKSHEET			
LABOR COSTS			
	FULLY LOADED HOURLY W/BENEFITS	ESTIMATED HOURS	PRICE PER EACH CLEANING
Custodian	\$		\$
Custodian Supervisor	\$		\$
Window Washer	\$		\$
Window Washer Supervisor	\$		\$
LABOR SUB-TOTAL			\$
Non-Labor Costs		PRICE FOR EACH CLEANING	
Labor Management		\$	
Chemical/Cleaning Products/Equipment/Supplies		\$	
Life Equipment		\$	
NON LABOR SUBTOTAL			\$
TOTAL			\$ Line Item 3 Unit Price Per Each Cleaning
Sum of sub total components must equal per each cleaning bid price			
Bid Price Per Each Cleaning	\$		
Line Item 3 unit price X 10 Cleanings			
Line Item 3 Total Bid Price	\$		

PROPOSAL PAGE SUPPLEMENTAL BID LINE 4

SUPPLEMENTARY PROPOSAL PAGE			
COMPREHENSIVE CUSTODIAL, WINDOW CLEANING AND RELATED HYGIENE AND DISPOSAL SERVICE FOR O'HARE INTERNATIONAL AIRPORT			
Bid Line Item 4 Exterior Cleaning at North FAA Tower Price for Each Cleaning			
CALCULATION OF BID PRICE WORKSHEET			
LABOR COSTS			
	FULLY LOADED	ESTIMATED	PRICE PER EACH
	HOURLY W/BENEFITS	HOURS	CLEANING
Custodian	\$		\$
Custodian Supervisor	\$		\$
Window Washer	\$		\$
Window Washer Supervisor	\$		\$
LABOR SUB-TOTAL			\$
Non-Labor Costs		PRICE FOR EACH CLEANING	
Labor Management		\$	
Chemical/Cleaning Products/Equipment/Supplies		\$	
Life Equipment		\$	
NON LABOR SUBTOTAL		\$	
TOTAL		\$	
		Line Item 4 Unit Price Per Each Cleaning	
Sum of sub total components must equal per each cleaning bid price			
Bid Price Per Each Cleaning	\$		
Line Item 4 unit price X 10 Cleanings			
Line Item 4 Total Bid Price	\$		

Article 10. **BIDDER CONTACT INFORMATION**

Person to contact regarding bid:

Name: _____ Phone: _____

Address: _____

Indicate if you are:

Manufacturer: YES _____ NO _____

Exclusive dealer/distributor/reseller*: YES _____ NO _____

Authorized dealer/distributor/reseller*: YES _____ NO _____

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: _____

Address: _____

Phone: (_____) _____

Location of facility where inventory maintained: _____

Bid Line: _____

Proposed Manufacturer and Model Number: _____

Exceptions (explain): _____

City-Based Business Affidavit

The City-Based Business bid preference of 2%, 4%, or 6%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
() 2% Bidder is a City-based business.
() 4% Bidder meets 2% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
() 6% Bidder meets 4% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? () Yes () No
3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? () Yes () No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?
() Yes () No
4. Street address of business location within the City of Chicago (P.O. address not accepted):

5. Describe the business activities are carried out at the location listed above: _____

6. How many full-time regular employees are currently employed at the location listed above? _____
7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? _____ (for 4% and 6% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? _____ (for 6% preference only)
9. Total number of full-time regular employees employed at all locations worldwide? _____
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

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

Name of Bidder (Print or Type): _____

Signature of Authorized Officer (Sign): _____ Date: _____

Title of Signatory (Print or Type): _____

State of _____; County of _____; Signed and sworn (or affirmed) to before me on
_____ (date) by _____ (name/s of person/s making statement)

(Signature of Notary Public)

(seal)

Bidder's Commitment To Provide Locally Manufactured Goods Affidavit

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

- Contract title: _____ Specification #: _____
- The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
() 25% to 49%-- 1% incentive () 50% to 74%-- 1.5% incentive () 75% or greater-- 2% incentive
- Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Local Manufacturing Affidavit

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title: _____ Specification #: _____
Bidder/Contractor Name: _____
2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No
3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

4. Describe the manufacturing activities carried out at the location listed above: _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:
Item: _____ Production steps: _____ % of value
Item: _____ Production steps: _____ % of value
6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Manufacturer: _____
(Print or Type)

Signature of Manufacturer Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Eligible Business for Bid Incentive For Alternatively Powered Vehicles Affidavit

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business: _____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____%

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____%

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Veteran-Owned Small Local Businesses and Eligible Joint Ventures Affidavit

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No If Yes, skip to #5 below.
2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
() Yes () No
4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-670?
() Yes () No
5. Is the veteran-owned business identified in either #1 or #4 above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.
() Yes () No
6. If the answer to # 5 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
() Yes () No
7. If qualifying as a veteran-owned business under the requirements of #6 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418. _____

8. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

9. Provide address of the veteran-owned business, including the County in which it is located. _____

County: _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

BIDDER MUST COMPLETE THE APPLICABLE SIGNATURE LINE(S) ON THE FOLLOWING PAGE.

Veteran-Owned Small Local Businesses and Eligible Joint Ventures Affidavit – Signature Page

Required Signature for All Applicants

Name of Veteran-Owned Business: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____
(Signature)

Title of Signatory: _____

(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of Joint Venture (for eligible joint ventures only): _____

(Print or Type)

Name of SBE (for eligible joint ventures only): _____

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____
(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

Bidder's Commitment To Utilize Business Enterprises Owned By People With Disabilities (BEPD)

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____
Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

() 2% to 5%-- 1% incentive () 6% to 9%-- 2% incentive
() 10% to 13%-- 3% incentive () 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

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

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

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Mentoring Program Bid Preference Affidavit

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title: _____

Specification #: _____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

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

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

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

ARTICLE 11. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

11.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) _____
(Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
(Corporate Secretary Signature) (Affix Corporate Seal)

State of _____ County of _____

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

Notary Public Signature Commission Expires: _____

11.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

11.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer)

and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

11.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number _____ containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
(Print or Type)

State of _____; County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

11.5. Bid Acceptance by City

Contract No.: _____

Specification No.: _____

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

Exhibit 1: Sexual Harassment Policy Affidavit (Section 2-92-612)

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

Contract title: _____
Specification #: _____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

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

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

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Exhibit 2: Custodial Cleaning Specification

CUSTODIAL CLEANING SPECIFICATIONS

O'HARE INTERNATIONAL AIRPORT

This list represents baseline, routine, custodial tasks, and their typically required frequency, by areas within the Terminals and other Facilities. These benchmarks (and schedules based on these guidelines) provide a useful gauge for estimating the scope and cost of providing requested standards, but the selected Contractor should bear in mind that they reflect an estimated minimum standard. It will be up to the selected Contractor to manage each task as needed to meet the Performance Requirements outlined in the Scope of Work and related Exhibits.

For purposes of these Cleaning Specifications, "clean" is defined as:

1. Free from dirt, dust, litter, stain, liquids or impurities, and
2. Free from foreign matter, pathogens, or pollution, and
3. Presence of appropriate surface gloss protection, unadulterated clean air and drinking water.

For purposes of these Cleaning Specifications, "continuous cleaning" is defined as the execution of cleaning tasks performed on an ongoing hourly basis, at minimum.

For purposes of these Cleaning Specifications, "as needed cleaning" is defined as the execution of cleaning tasks to achieve a clean (see above definition) environment, and to meet Minimum Performance Standards set forth in Section 1.3 of the Detailed Specifications, but on a daily basis at minimum.

TICKETING LOBBY AND BAGGAGE CLAIM

<u>Task</u>	<u>Frequency</u>
Remove graffiti	Continuous
Police Litter	Continuous
Empty/clean trash/recycling receptacles	80% Full or Full Bags
Replace trash liners	Continuous
Spot clean building surfaces	Continuous
Spot clean furniture surfaces	Daily
Dust mop or sweep	Daily
Damp mop non-carpeted floors	Daily
Terrazzo – clean floors	Daily
Clean door glass/frames	Daily
Dust windows within reach	Daily
Clean/disinfect counters (computers, keyboards, calculators and counter surfaces) located within CDA areas	Daily
Clean and disinfect telephones	Daily
Police and clean Planters and Pots	Daily
Spot clean/wash signage and sign holders/stands	Daily
Spot clean/wash stanchions belonging to CDA	Daily
Spot clean/wash floor mats	Daily
Police/clean stairwells	Daily

ENTRY AND EXIT

<u>Task</u>	<u>Frequency</u>
Vacuum all carpeted areas and matting	Daily
Vestibules – Terminals – detailed cleaning	Daily
Remove graffiti and gum	Daily

CONCOURSES, PUBLIC AREAS, AND CORRIDORS

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily
Police litter	Continuous
Empty/clean trash/recycling receptacles	80% Full or Full Bags
Replace trash liners	Continuous
Spot clean building surfaces	Continuous
Spot clean furniture surfaces	Daily
Dust mop or sweep	Daily
Damp mop non-carpeted floors	Daily
Spot mop	As needed
Clean windows	As needed
Clean/disinfect water fountains	Daily
Clean/disinfect pay telephones	Daily
Terrazzo - clean floors	Daily
Clean door glass and frames	Daily
Dust windows within reach	Daily
Clean walls and partitions – Terminal restrooms nightly	Daily
Clean and disinfect telephones	Daily
Spot clean/wash signage and sign holders/stands	Daily
Police/clean stairwells	Daily

PUBLIC SEATING AREA

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily
Police litter	Continuous
Empty/clean trash/recycling receptacles	80% Full or Full Bags
Spot clean building surfaces	Daily
Dust mop or sweep obvious soil	Daily
Spot mop	Daily
Dust building surfaces	Daily
Damp mop non-carpeted floors	Daily
Seating – Clean & Disinfect	Daily

OFFICES – WHERE APPLICABLE

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily
Police Litter	Daily
Empty/clean trash/recycling receptacles	80% Full
Recycle office paper	Daily
Clean writing boards	As needed

Clean erasers and writing board trays	As needed
Spot clean wall surfaces	As needed
Spot clean furniture surfaces	As needed
Remove carpet stains	As needed
Vacuum traffic lanes & remove soil	Twice Weekly
Spot mop	As needed
Arrange furniture	As needed
Clean wall surfaces	As needed
Clean furniture surfaces	As needed
Vacuum completely	Weekly
Clean door glass and frames	Daily
Dust windows within reach	Daily
Clean and disinfect telephones	Daily
Police and clean Planters and Pots	Daily
Spot clean/wash floor mats	Daily
Police/clean stairwells	Daily

FIXED TRANSPORTATION SYSTEMS (Escalators-Elevators-Moving Walkways)

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily
Police litter	Daily
Door tracks and frames cleaned	Daily
Door tracks and frames polished	Daily
Light diffusers, side panels, base plates, Tracks and thresholds cleaned	Daily
Escalators, Elevators, Moving Walkways including Glass and balusters, cleaned	Daily

CONFERENCE ROOMS

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily
Police litter	Daily
Empty/clean trash/recycling receptacles	80% Full
Clean writing boards	As needed
Clean erasures and writing board trays	As needed
Spot clean wall surfaces	As needed
Spot clean furniture surfaces	As needed
Remove carpet stains	As needed
Vacuum traffic lanes & remove soil	Twice Weekly
Spot mop	Daily
Dust building surfaces	Weekly
Dust furniture surfaces	Weekly
Vacuum completely	Weekly
Dust mop non-carpeted floors	Weekly

STAIRWAYS

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily

Police litter	Daily
Spot clean building surfaces	Daily
Damp mop stairs and landings	Daily
Dust mop or sweep	Daily
Hand rails/banisters – clean	Weekly

STORAGE AREAS

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	As needed
Police litter	As needed
Empty/clean trash receptacles	As needed
Replace trash liners	As needed
Dust mop or sweep obvious soil	As needed
Spot mop	Weekly
Dust mop or sweep	As needed
Damp mop non-carpeted floors	As needed

RESTROOM FACILITIES

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Continuous
Police litter	Continuous
Empty/clean trash receptacles	80% Full
Replace trash liners	Continuous
Spot clean building surfaces	Continuous
Spot clean mirrors, counters, dispensers, partitions and fixtures	Continuous
Spot clean furniture surfaces	Continuous
Dust mop or sweep	Continuous
Damp mop	Continuous
Dust building surfaces	Continuous
Dust and clean windows within reach	Daily
Clean and disinfect fixtures and counters	Continuous
Clean and disinfect baby changing stations	Continuous
Refill dispensers	Continuous
Disinfect all surfaces	Continuous
Disinfect toilets and urinals	Continuous
Wet clean and disinfect floors	Daily
Clean and flush floor drains	Weekly
Replenish supplies and dispensers	Continuous
Terrazzo - clean floors	Daily
Clean walls and partitions – Terminal restrooms	Weekly
Spot clean walls and partitions	Continuous

H&K Food Court

<u>Task</u>	<u>Frequency</u>
Remove graffiti & gum	Daily

Police litter	Continuous
Empty/clean trash receptacles	80% Full or Full Bags
Replace trash liners	Continuous
Clean table surfaces	Continuous
Clean chair surfaces	Continuous
Dust mop or sweep	Continuous
Damp mop	Continuous
Spot mop	As needed
Clean windows in displays (in & out)	As needed
Terrazzo – clean floors/sweep/mop	Continuous
Clean door glass and frames	Daily
Clean walls & partitions	Daily
Seating – Clean & Disinfect	Continuous
Polish stainless steel Columns	Daily
Polish stainless steel walls under vender counters	Daily
Empty trash cans for Starbucks & Dunkin Donuts	Continuous
Clean table legs & chair legs	Nightly
Wash & dust glass vendors' glass signage	As needed
Full mop	Nightly

H&K Food Court

<u>Task</u>	<u>Frequency</u>
Remove graffiti & gum	Daily
Police litter	Continuous
Empty/clean trash/recycling receptacles	80% Full or Full Bags
Spot clean/dust building surfaces	Daily
Dust mop or sweep obvious soil	Continuous
Spot mop	Continuous
Full mop	Nightly
Damp mop	Continuous
All cardboard is to be recycled	Continuous
Empty gondolas of cardboards into recycling dumpster at Post 9 or 10	Continuous
Empty grease caddies in to grease recycling machines	Daily
Grease caddies washed & dried	Daily
Corridor walls washed	Daily
Mop buckets & wet floor signs washed	Daily
Empty trash cans in rear to compactor room	Continuous
Wash all gondolas & trash cans	Daily

H&K Compactor Room

<u>Task</u>	<u>Frequency</u>
Wash walls	Nightly
Sweep & mop	Daily
Clean Recycling Machine	Daily
Strip & wax	As needed

H&K Vendor Room

<u>Task</u>	<u>Frequency</u>
Remove all trash	Once per shift
Remove all boxes & recycle at post 9 & 10	Once per shift
Sweep & mop	Daily

NEWS PAPER STANDS IN TERMINAL 1, 2, & 3

<u>Task</u>	<u>Frequency</u>
Clean & Polish	Nightly

CUSTODIAL CLOSETS

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily
Police litter	Daily
Spot clean surfaces	Daily
Dust mop or sweep	Daily
Clean and disinfect fixtures	Daily
Clean building surfaces	Weekly
Damp mop floors	Weekly

ELEVATORS

<u>Task</u>	<u>Frequency</u>
Remove graffiti and gum	Daily
Police litter	Continuous
Spot clean surfaces	Daily
Dust mop or sweep	Daily
Remove carpet stains	As needed
Dust surfaces	Daily
Clean Elevator Door tracks	Daily
Clean floor mats	Daily
Damp mop non-carpeted floors	Daily
Vacuum completely	Twice weekly

LOCKER ROOMS

<u>Task</u>	<u>Frequency</u>
Police litter	Daily
Empty/clean trash receptacles	80% Full
Replace trash liners	As needed
Spot clean furniture surfaces	Daily
Dust mop or sweep	Daily
Dust furniture surfaces	Weekly
Damp mop non-carpeted floors	Daily
Deep scrub Terrazzo - clean floors	Monthly

PROJECT WORK

<u>Task</u>	<u>Frequency</u>
Carpet Shampooing – “Bonnet Method”	As Needed
Carpet Shampooing – “Extraction Method”	As Needed
Machine Scrub Floors	Daily
Recondition Finished Floors	Monthly
Blinds	As Needed
Wall Washing	Monthly
Furniture Cleaning	Monthly
Exterior Surfaces – Terminal/Concourse Walls	Quarterly

Exhibit 3: High Profile Restrooms

High Profile Restrooms

High Profile Restrooms require one custodial worker from 0600 to 2230 hours, 16 ½ hours a day, 7 days a week, and 365 days a year. There are 22 total high-profile restrooms.

Terminal 1	Restroom ID	Gender
T-1 Lower Level	RRM121L01	Male
T-1 Lower Level	RRW121L01	Female
T-1 Upper Level By Gate B10	RRM122U02	Male
T-1 Upper Level By Gate B10	RRW122U02	Female
T-1 Upper Level By Gate B6	RRM122U03	Male
T-1 Upper Level By Gate B6	RRW122U03	Female
T-1 Upper Level By Gate C17	RRM126U04	Male
T-1 Upper Level By Gate C17	RRW126U04	Female
T-1 Upper Level By Gate C20	RRW126U03	Female
T-1 Upper Level By Gate C21	RRM126 U03	Male

10 Total in Terminal 1

Terminal	Restroom ID	Gender
T-2 Upper Level by F5 & E3	RRM205U01	Male
T-2 Upper Level By F5 & E3	RRW205U01	Female

10 Total in Terminal 2

Terminal 3	Restroom ID	Gender
T-3 Upper Level Near Gate G4	RRM260U01	Male
T-3 Upper Level Near Gate G4	RRW260U01	Female
T-3 Rotunda Bridge	RRM250U01	Male
T-3 Rotunda Bridge	RRW250U01	Female

T-3 Upper Level By Gate H3 & K2	RRM305U01	Male
T-3 Upper Level By Gate H3 & K2	RRW305U01	Female
T-3 Upper Level By Gate H4 & Food Court	RRM310U01	Male
T-3 Upper Level By Gate H4 & Food Court	RRW310U04	Female
T-3 Upper Level By Gate L5	RRW320U01	Female
T-3 Upper Level By Gate C5	RRM320U02	Male

10 Total in Terminal 3

Exhibit 4: Floor Scrubber, Equipment and Consumable Supplies

Floor Scrubbers, Equipment, and Consumable Supplies Currently Used at O'Hare Airport. Contractor Will Be Responsible To Provide Their Own Equipment.

1. **Rider Scrubber**
 - Tennant Rider Scrubber 7300 (36" Cleaning Path)
 - Tennant Rider Scrubber 510 (32" Cleaning Path)
 - Tennant T7 (26" Cleaning Path)
 - Minuteman Rider Scrubber 3800 (36" Cleaning Path)
2. **Walk-behind Scrubber**
 - Minuteman 320 (32" Cleaning Path)
 - Tennant Model 5680 (32" Cleaning Path)
3. **Wide Area Vacuum & Upright Vacuum Cleaner**
 - Tennant Model 3280 (30" Wide)
 - Pacer Wide Area (30" Wide)
 - Minuteman Wide Area (30" Wide)
 - Upright Various Models 12" & 16" wide w/attachments
4. **Low RPM Buffer/Scrubber (side by side)**
 - Clarke 20" pad holder disc
 - Minuteman 19" pad holder disc
5. **Rider Sweeper**
 - Minuteman sweeper w/side broom
6. **Carpet Extractor**
 - Pullman Holt w/attachments and upholstery tool
 - Clarke w/attachments and upholstery tool
7. **Carpet Extractor Walk-behind**
 - Windsor w/cylindrical brush and 30" wide vacuum tool
8. **20/30 Gallon Wet/Dry Vacuums**
 - Rubbermaid canister wet/dry vacuum w/hoses and attachments
 - Pulman Holt canister wet/dry vacuum w/hoses and attachments
9. **Flat Bed Hand Cart and Hand Operated Pallet Jack**
 - Continental/Rubbermaid brand 24" x 48" flat bed cart w/non-marking wheels
 - Hand operated pallet jack w/ non-marking wheels
10. **Escalator Cleaning Machines**
 - Tornado Multi-Wash
 - Minuteman Multi-Wash Machine

Paper Goods and Size

1. **Kimberly Clark Professional**
 - SCOTT JRT Jr.
 - Jumbo Roll Tissue
 - 3.55" x 2,000
2. **Kimberly Clark Professional**
 - SCOTT High Capacity Hard Roll
 - High Capacity Roll Hand Towel
 - 8" x 1000'
3. **Kimberly Clark Professional**
 - SCOTT
 - SCOTTFOLD M TOWELS
 - 9.4" X 12.4"

Plastic Liners (bags)

1. **Plastic Bag 55 – gallon Minimum**
 - 36" x 58" long
 - 3 mil minimum
 - Flat seal bottom
 - Biodegradable
2. **Plastic Bag 18 – gallon Minimum**
 - 28" x 34"
 - 1.5 mil minimum
 - Flat seal bottom
 - Biodegradable
3. **Plastic Bag 4 – gallon Capacity**
 - 17" x 17"
 - .45 mil minimum
 - Flat seal bottom
 - Biodegradable
4. **Plastic Bag 44/55 Gallon**
 - 23" x 17" x 46"
 - 2 mil minimum
 - Flat seal bottom
 - Biodegradable

Hand Soap Gallon and Foam

1. **Hand Soap in Gallon Containers**

- Liquid, mild lotion soap
- Hypoallergenic
- Fresh floral fragrance
- Rich lotion look

2. Hand Soap Foaming

- Liquid, mild lotion soap
- Hypoallergenic
- Fresh floral fragrance
- Rich lotion look

Cleaning Products

1. Glass Cleaner

- Enviro Care Green Seal Certified
- Non-aerosol, pump trigger
- Concentrated

2. All Purpose Cleaner

- Enviro Care Green Seal Certified
- Low foam auto scrubbers
- Concentrated
- Non-aerosol, pump trigger

3. Tough Job Cleaner

- Enviro Care Green Seal Certified
- Heavy duty cleaning
- Concentrated
- Mop bucket/pump trigger

4. Neutral Disinfectant

- Quat Based
- Neutral pH
- Kills HIV-1 (AIDS), CA-MRSA, Influenza A, VRE

5. Carpet Cleaner

- Bonnet Cleaner
- Carpet extraction cleaner
- Foam control agent
- Both products used as project work or as requested

Hand Sanitizer

• **Purell Wall Dispenser**

- 10" x 6"x 4"
- 1,200 ml capacity
- Battery operated

• **Purell Foam Cartridges**

- 1,500 Applications per cartridges
- 1,200 ml capacity

Monthly Usage

Description	Unit of Issue	T1	T2	T3	Monthly
Plastic Liners 2mil	100 Per Case	160	80	120	360 Cases
Plastic Liners 3mil	100 per Case	220	100	200	520 Cases
Plastic Liners 1.5mil	200 per Case	200	100	180	480 Cases
Plastic Liners 2mil	100 per Case	100	50	50	200 Cases
Liners Personal Bag	1000 per Case	40	20	20	80 Cases
Toilet Tissue Rolls 3.78 x 2000"	Case	380	200	380	960 Cases
Paper Towel Roll Brown	Case	40	20	20	80 Cases
Paper Towel Roll 8" x 1000"	Case	320	160	240	720 Cases
Paper Towel C-Folds	Case	40	192	20	252 Cases
Soap Liquid Foam	4/Littre per Case	160	80	120	360 Cases
Soap Liquid Gallon	4/Gal per Case	200	100	140	440 Cases
Purell Foam Cartridges	2/1200ml per case	70	30	100	200 Cases

Exhibit 5: Sustainability Requirements

The Chicago Department of Aviation (CDA) is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual ("SAM") is an integral part of Chicago's ongoing efforts toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants.

The purpose of the SAM is to integrate airport-specific sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To achieve greater success, the SAM should be considered in every aspect of a project and daily activities. The SAM is available at www.airportsgoinggreen.org/SAM.

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Contractor.

Sustainability: Administrative

For purposes of this contract, the following SAM sustainability requirements apply to all Contractor Administrative Work associated with this contract, both on- and off-site:

	<u>SAM 2.0 Reference</u>
Green Meetings	
Green Meeting Practices guide meeting hosts, planners and attendees toward more eco-friendly meetings and incorporate environmental considerations into planning and conducting meetings in order to minimize the negative impact on the environment. Whenever applicable, Contractor must follow the green meeting practices outlined in SAM, or existing corporate sustainability policy, whichever is more stringent.	AP1
Document Reduction and Recycling Initiative (DRRI)	
The DRRI is intended to reduce the volume of paper used and facilitate the recycling of documents. Contractors must implement the DRRI, which has the following main objectives in the context of the work under this specification: 1) Identify and issue only essential paper copies, 2) Provide a simple, yet effective means for recycling documents.	AP2
Corporate Sustainability Policy	
Keeping with the spirit and intent of the SAM, Contractor working in support of CDA on this project must establish and adopt its own corporate policy on sustainable practices within 60 days of contract execution. Contractor is also required to identify and maintain an "Environmental Liaison" to facilitate the dissemination of environmental information within the workplace and create a link with CDA staff for environmental issues.	AP3
Recycled Content Paper	
Intended to reduce the need for virgin materials, energy, and waste associated with the production of paper by promoting the use of recycled content paper. Contractor is required to purchase and utilize print/copy paper that is chlorine-bleach free.	AP5
AND	

For all office paper purchased for routine daily business administration and operations, minimum 30% recycled content is required.

Storage and Collection of Recyclables

If administrative space is assigned and designated by CDA for Contractor use, Contractor must utilize dedicated area or areas that serve for the collection and storage of materials for recycling, including paper, corrugated cardboard, glass, plastics and metals. When CDA implements a composting program, an area must also be dedicated to collection and storage of compostable food waste for the Contractor. None

Sustainability: Custodial

For purposes of this contract, the following sustainability requirements apply to all Contractor custodial Work:

Equipment Maintenance

In order to minimize the environmental impact of construction and maintenance equipment and associated maintenance activities, Contractor must follow the requirements of the CDA's Best Management Practices (BMP) Manual. OM1.1

Green Cleaning: Sustainable Cleaning Equipment

Intended to reduce the exposure of occupants and maintenance personnel to potentially hazardous chemical, biological, and particulate contaminants, which adversely affect air quality, human health, and the environment. Contractor is required to implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:

- If any new equipment is purchased by the Contractor for provision of services under this contract, and Energy Star rated equipment is available that will provide the performance required for services, Contractor must purchase the Energy Star rated equipment. This requirement does not apply to any existing equipment. Vacuum cleaners are certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.
- Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors. OM5.6.1
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids.
- Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
- Contractor must maintain a log for all powered cleaning equipment to

document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use, for review by CDA as requested.

Implement Employee Sustainability Training Program

In keeping with the spirit and intent of the SAM, Contractor must establish, adopt and implement their own employee sustainability training program within 60 days of contract execution.

OM7.2

Staff Training

To support and encourage the operations, maintenance, upgrade, and project team integration for implementation of sustainability requirements, at least one principal participant of the project team must be LEED-credentialed or become LEED-credentialed within 180 days of contract execution.

OM7.3

Reduction of Plastic Waste: Biodegradable Trash Bags

Intended to reduce the amount of plastic that is sold and ultimately disposed within the terminals. Contractor is required to use only biodegradable trash bags that, once at a landfill, break down at a faster rate than traditional trash bags.

CT12.9.3

Green Procurement Policy

Intended to reduce the environmental impact of products and services by developing a Green Purchasing Program. Contractor is required to purchase supplies, materials, equipment, and other products meeting or exceeding the minimum requirements of the Green Product Listing below, if such items are reasonably available that meet applicable OSHA, CDC, or similar public health requirements. Additionally, the quaternary-based cleaner and disinfectant to be used for Preventive Maintenance Program/Deep Cleaning of the Hygienic Toilet Seats is not required to meet the minimum requirements of the Green Product Listing. However, if a quaternary-based cleaner or disinfectant is available, or becomes available, that meets the minimum requirements of the Green Product Listing and also meets the requirements for Preventative Maintenance Program/Deep Cleaning of the Hygienic Toilet Seats, Contractor is strongly encouraged to use that product.

AP4

Green Product Listing (SAM 2,0 Reference AP-A)

Product	Product Type	Content Levels
Cleaning Products		
Adhesive and Mastic Removers	---	58% minimum biobased content
Bathroom and Spa Cleaners	---	74% minimum biobased content
Carpet and Upholstery Cleaners - General Purpose	---	54% minimum biobased content
Carpet and Upholstery Cleaners - Spot Removers	---	7% minimum biobased content
Dust Suppressants	---	85% minimum biobased content
Floor Strippers	---	78% minimum biobased content
Glass Cleaners	---	49% minimum biobased content
Graffiti and Grease Removers	---	34% minimum biobased content
Hand Cleaners	---	64% minimum biobased content
Hand Sanitizers	---	73% minimum biobased content
Household Cleaners, General Purpose	---	39% minimum biobased content
Industrial Cleaners	---	41% minimum biobased content
Laundry Products - General Purpose	---	34% minimum biobased content
Laundry Products - Pretreatment/Spot Removers	---	46% minimum biobased content
Multipurpose cleaners	---	56% minimum biobased content
Sorbents	---	89% minimum biobased content
Paper and Plastic Janitorial Supplies		
Bathroom tissue	---	20-100% recovered fiber, including 20-60% postconsumer fiber
Facial tissue	---	10-100% recovered fiber, including 10-15% postconsumer fiber
General purpose industrial wipers	---	40-100% recovered fiber, including 40% postconsumer fiber
Paper towels	---	40-100% recovered fiber, including 40-60% postconsumer fiber
Plastic trash bags	---	10-100% postconsumer plastic
Industrial cleaners		
All	---	41% minimum biobased content

Sustainability: CDA & Tenant Assistance

At the discretion of CDA, the Contractor may be required to provide assistance directly to CDA and/or its tenants in the following areas. See SAM for additional details (www.airportgoinggreen.org/SAM):

Solid Waste Management: Waste Stream Audit

During the term of this contract, CDA may wish to conduct a waste stream audit (conducted under separate contract), and Contractor may be asked to participate in completing CDA-provided forms addressing, for example, the number of trash/recycling pulls conducted by Contractor in a given week within the terminal(s).

Community Education

From time to time, CDA may request Contractor for information and assistance in promoting awareness of CDA Divisions and tenant environmental and sustainability initiatives.

Sustainability: Encouraged Activities

During the period of this Contract, the following Contractor activities are encouraged. See SAM for additional details (www.airportgoinggreen.org/SAM):

Source Reduction and Repurposing of goods

Contractor is encouraged to change the purchase or use of material and products to reduce the amount of waste that is disposed of at landfills. This may include buying materials in concentrate, bulk, or products with reduced packaging or selecting supply chains that include "take-back" programs or provisions. Contractor is encouraged to find appropriate opportunities for reuse of materials, equipment and products to reduce demand for virgin materials and reduce waste, thereby lessening impacts associated with the extraction and processing of virgin resources.

Reduction of Plastic Waste: Plastic Bottles

Contractor is encouraged to use reusable containers or biodegradable bottles in place of single-use plastic bottles to reduce the amount of waste generated.

Alternative Commuting Transportation for Employees, SAM 2.0 Reference: OM1.8

Contractor is encouraged to promote the use of commuting by alternative transportation in order to reduce pollution and land development impacts from conventional automobile use for commuting trips.

Innovation in Operations & Maintenance, SAM 2.0 Reference: OM6.0

The CDA believes that in many cases, Contractors may know best how to enhance sustainability of their own activities and operations. Therefore, the CDA encourages innovation within the Contractor team to routinely review, identify and implement new ideas, purchasing policies and actions to improve overall sustainability.

DOCUMENTATION (SAM 2.0 Reference, OM8.1)

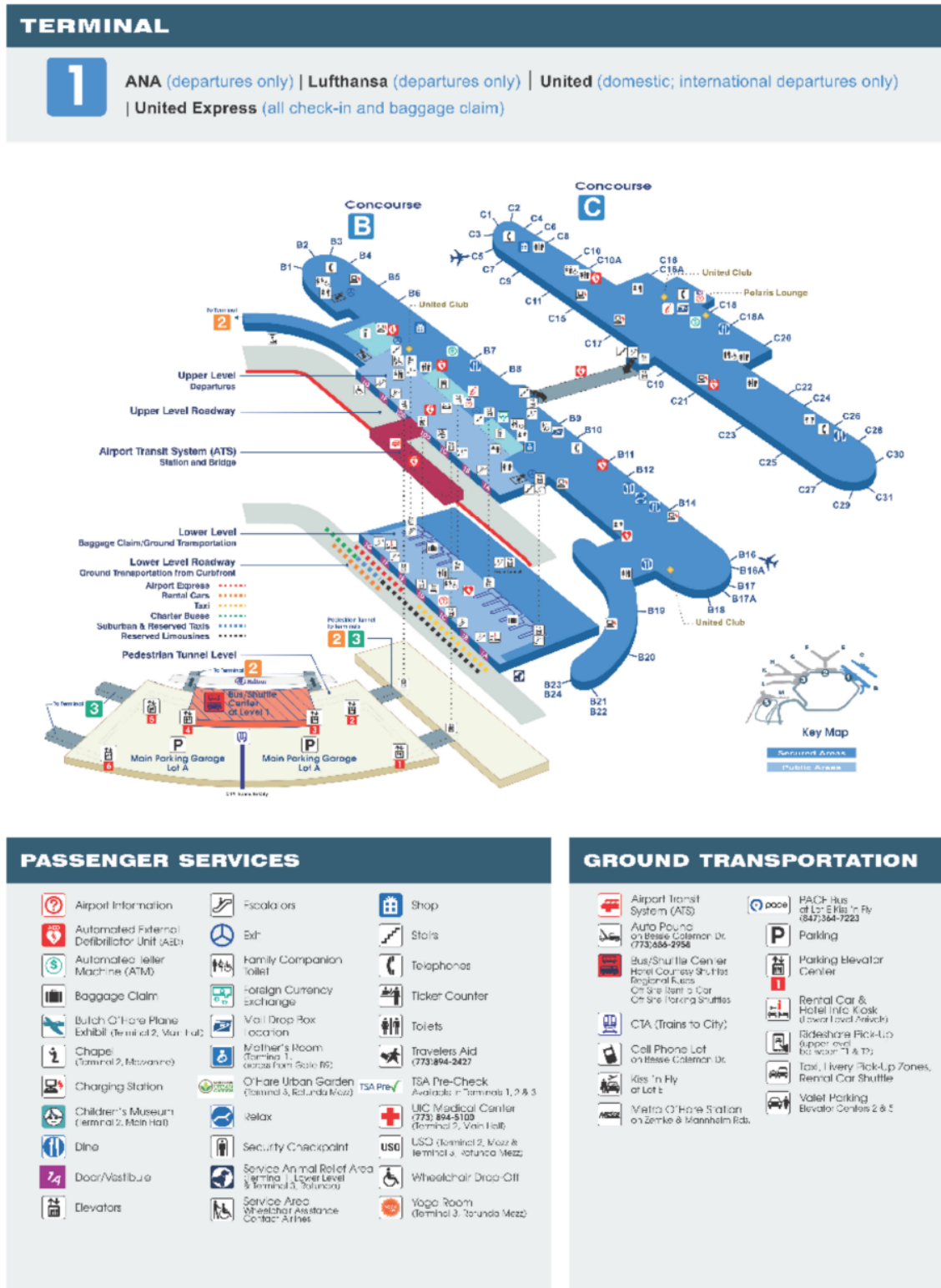
Documenting Sustainable Measures

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Contractor to ensure that the requirements included herein are implemented and to review progress with the Contractor regarding data collection and reporting requirements. Annually on the contract anniversary date, Contractor is required to document and report on their sustainability measures. CDA requires that the Contractor track these efforts over the life of the contract and provide CDA a comprehensive report documenting both successes and failures of pursuing the sustainability measures required and encouraged as part of this Contract. This report shall be submitted to the Commissioner of Aviation and copied to samdocs@cityofchicago.org.

SAM Rating System

In addition to any requirements included within the scope and work services agreement, all activities conducted within this Contract are subject to review and rating through the Operations & Maintenance Chapter of the SAM. Contractors are strongly encouraged to incorporate as many sustainable elements and practices into their efforts as possible. The SAM Operations & Maintenance Chapter is designed to certify the sustainability of ongoing building operations, operational and maintenance procedures, system upgrades, minor space-use changes, and minor facility alterations or additions, and training and educational programs. The SAM is available at www.airportsgoinggreen.org/SAM.

EXHIBIT 6: TERMINAL MAPS

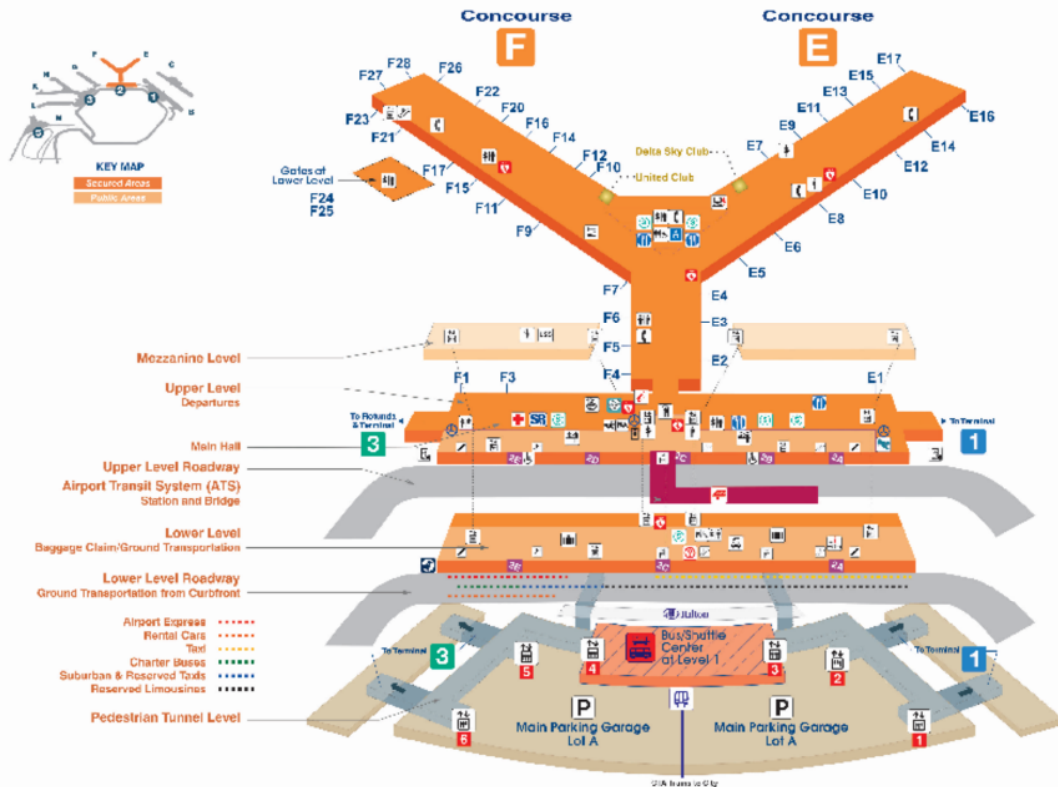


As of 1/23/17

TERMINAL

2

Air Canada | Delta | Delta Shuttle



PASSENGER SERVICES

- | | | |
|--|--|---|
| Airport Information | Exit | Shop |
| Automated External Defibrillator Unit (AED) | Family Companion Toilet | Stairs |
| Automated Teller Machine (ATM) | Foreign Currency Exchange | Telephones |
| Baggage Claim | Mail Drop Box Locations in Terminals 1, 3 & 5 | Ticket Counter |
| Butch O'Hare Piano (Exit at Terminal 2, Main Hall) | Mother's Room (Terminal 2, mezzanine between 20th and 25th St.) | Toilets |
| Chapel (Terminal 2, Mezzanine) | O'Hare Urban Garden (Terminal 2, Indiana Mezz.) | Travelers Aid (773) 894-2427 |
| Charging Station | Relax | TSA Pre-Check Available in terminals 1, 2 & 3 |
| Children's Museum (Terminal 2, Main Hall) | Seaway Bank & Trust | UIC Medical Center (773) 894-5100 (Terminal 2, Main Hall) |
| Dine | Security Checkpoint | USO (Terminal 2, Mezz. & Terminal 3, Indiana Mezz.) |
| Door/Vestibule | Service Animal Relief Area (Terminal 2, Lower Level & Terminal 3, Indiana Mezz.) | Wheelchair Drop-Off |
| Elevators | Service Area Wheelchair Assistance (Gates: Airline) | Yoga Room (Terminal 3, Indiana Mezz.) |
| Escalators | | |

GROUND TRANSPORTATION

- | | |
|--|---|
| Airport Transit System (ATS) | PAGE Bus at Lot L-48s only (847) 964-7223 |
| Auto Round on Asa Coleman Dr. (773) 666-2950 | Parking |
| Bus/Shuttle Center (Full Courtyard Shuttles Regional Buses Off 3rd from a Car GPS in Parking Shuttles) | Parking Elevator Center |
| CTA (Trains to City) | Rental Car & Hotel Info Kiosk (Lower Level Airside) |
| Cell Phone Lot on Asa Coleman Dr. | RadioShack Pick-Up (Subject to availability between 11:00 and 12:00 AM) |
| Kiss 'n' Fly at Lot F | Taxi, Livery Pick-Up Zones, Rental Car Shuttle |
| Metra O'Hare Station on Zemke & Mannheim Rds. | Valet Parking (elevator Centers 2 & 3) |

As of 7/2017

Exhibit 7: Public Areas



Chicago O'Hare International Airport

PUBLIC CIRCULATION

Effective: May 12, 2018

TERMINAL 1	Sq. Footage
Basement	57,857
Lower Level	86,520
Upper Level	229,606
Mezzanine	6,564
TOTAL	380,547

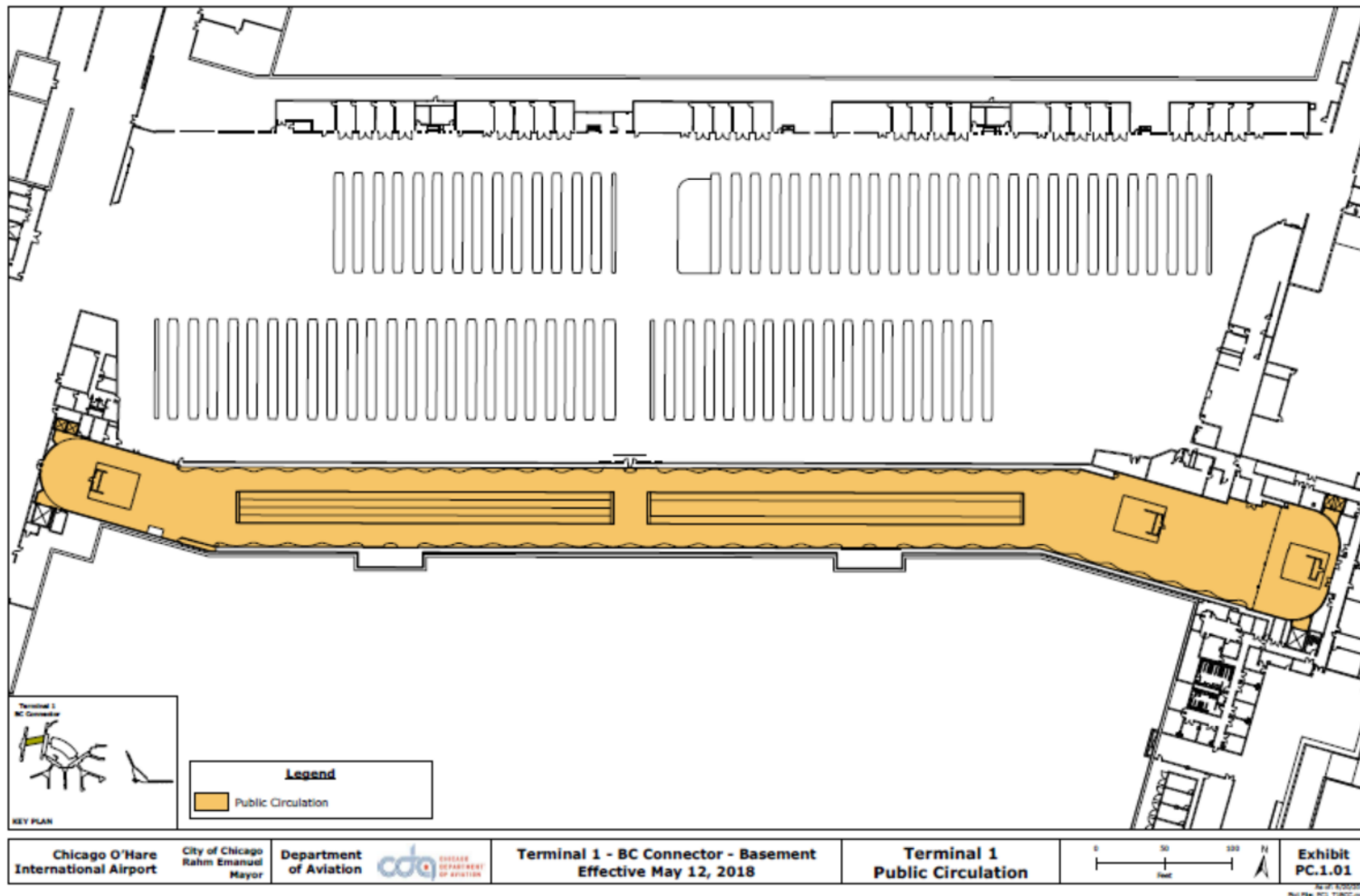
TERMINAL 2	Sq. Footage
Lower Level	60,055
Upper Level	139,681
Mezzanine	15,601
TOTAL	215,337

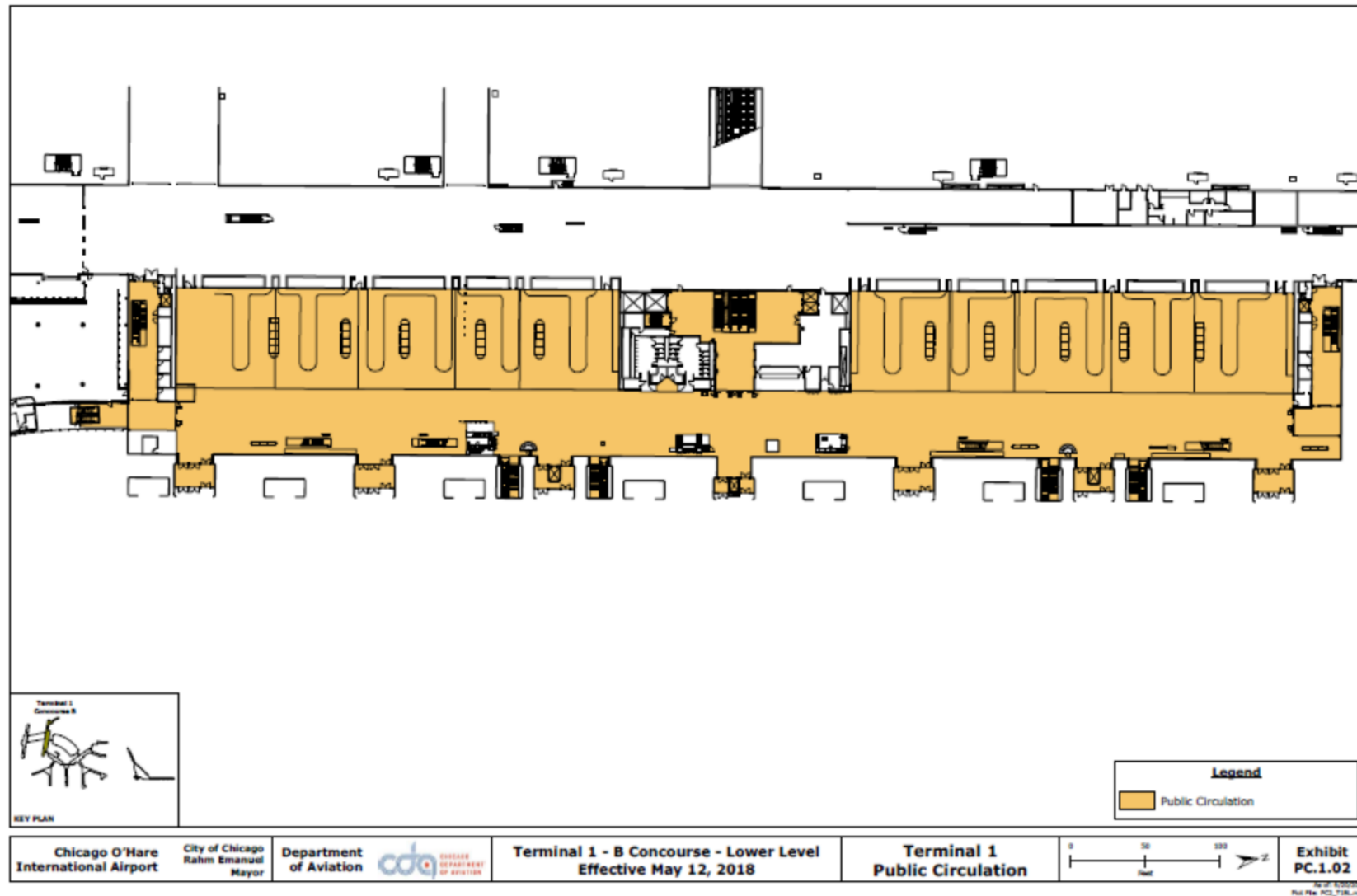
TERMINAL 3	Sq. Footage
Lower Level	106,890
Upper Level	314,149
Mezzanine	25,718
TOTAL	446,757

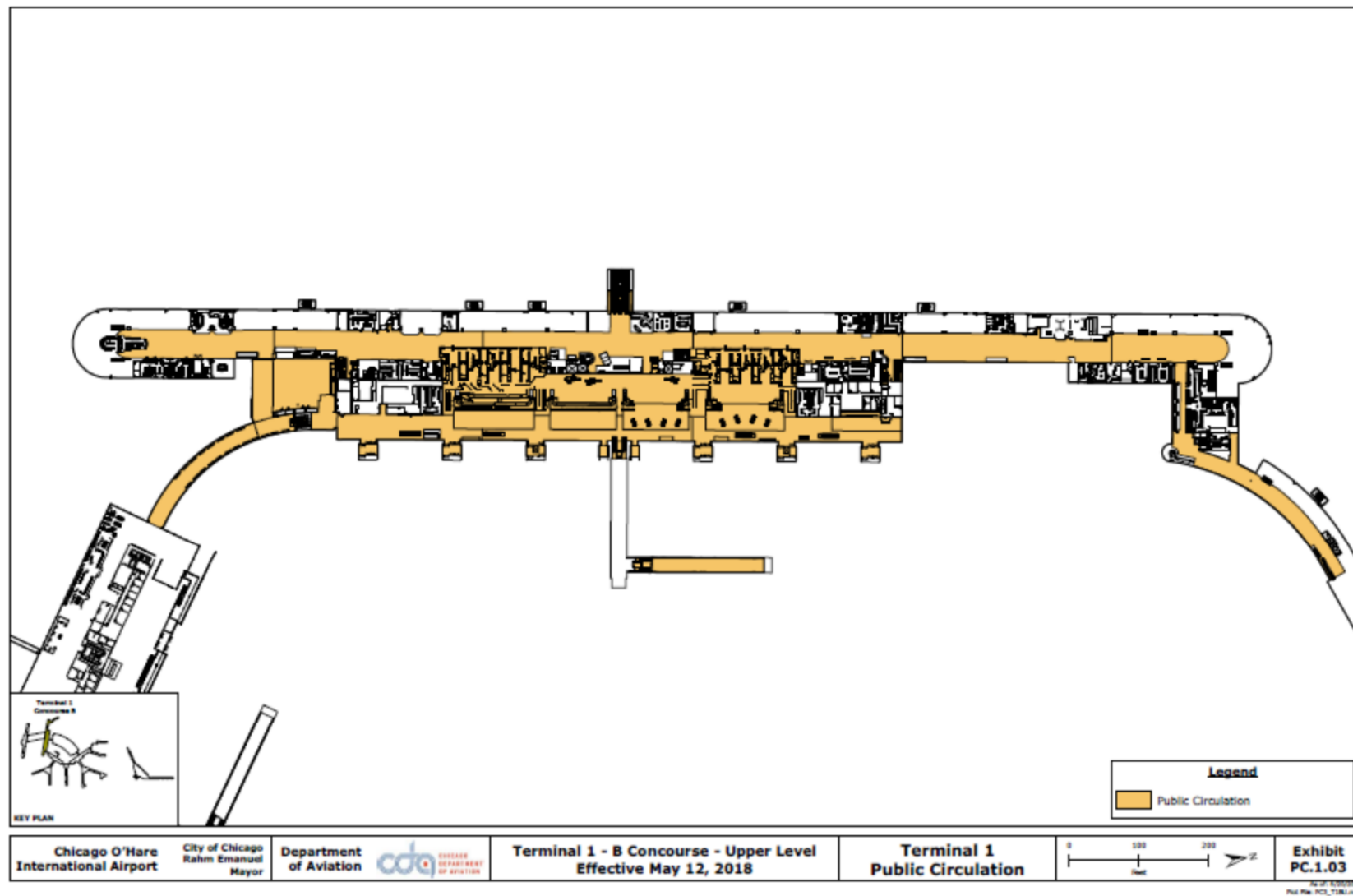
CTA TUNNEL	Sq. Footage
Basement	136,801
TOTAL	136,801

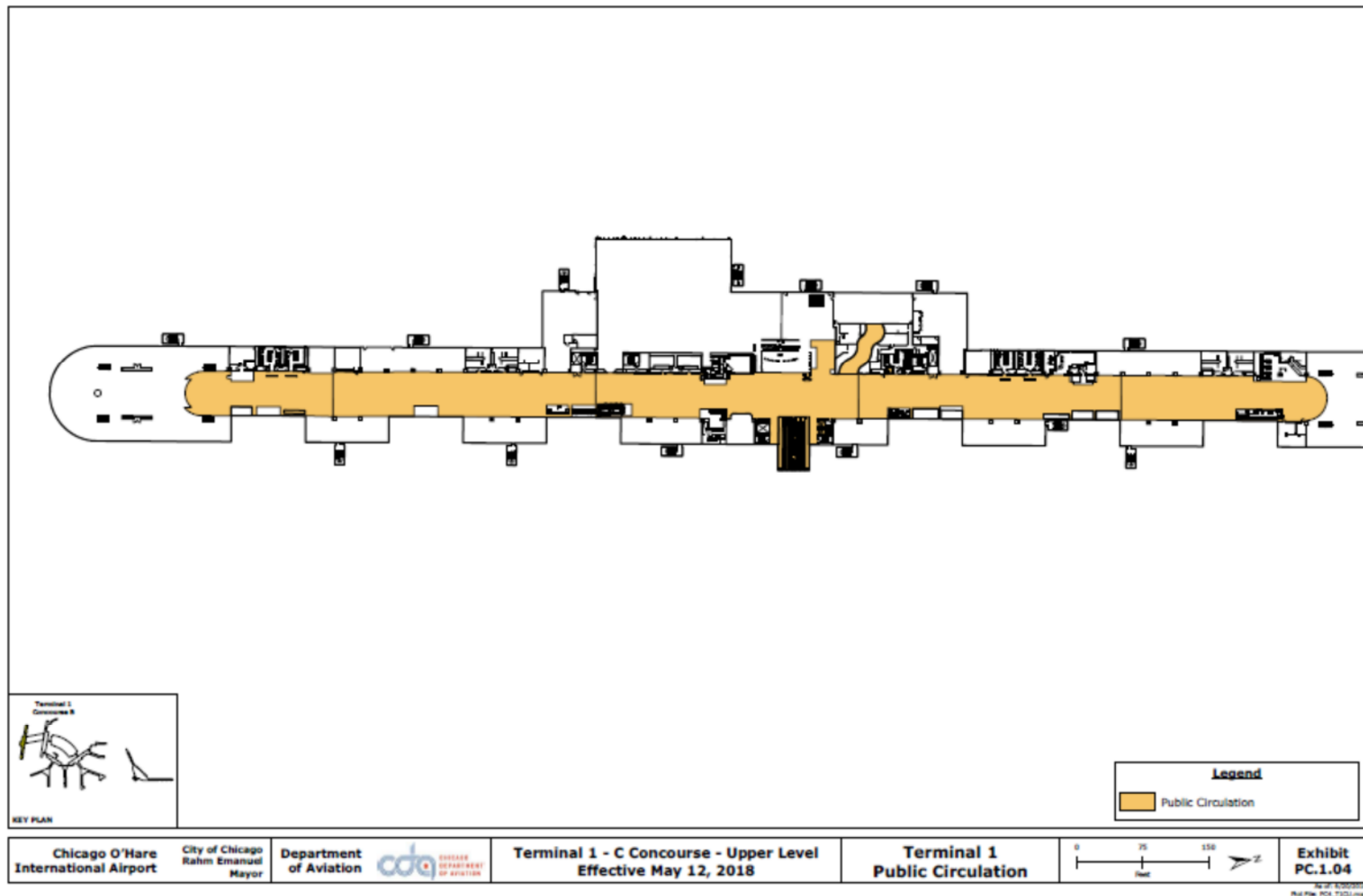
ALL TERMINALS	Sq. Footage
GRAND TOTAL	1,179,442

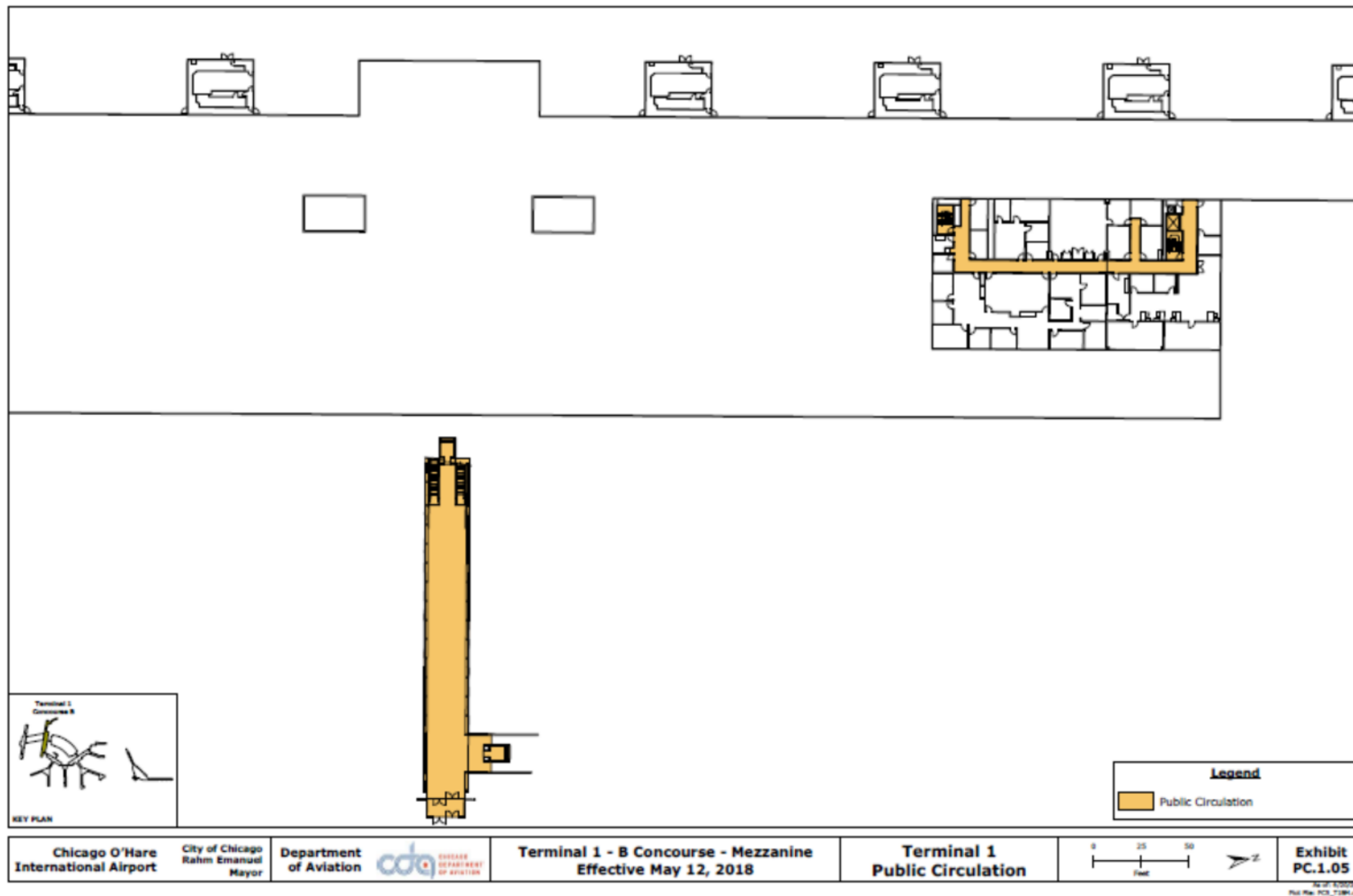
Note: Square footages are approximate and include public areas for custodial cleaning and maintenance purposes only. Some spaces in claim areas and check-in may overlap with airline preferential space.

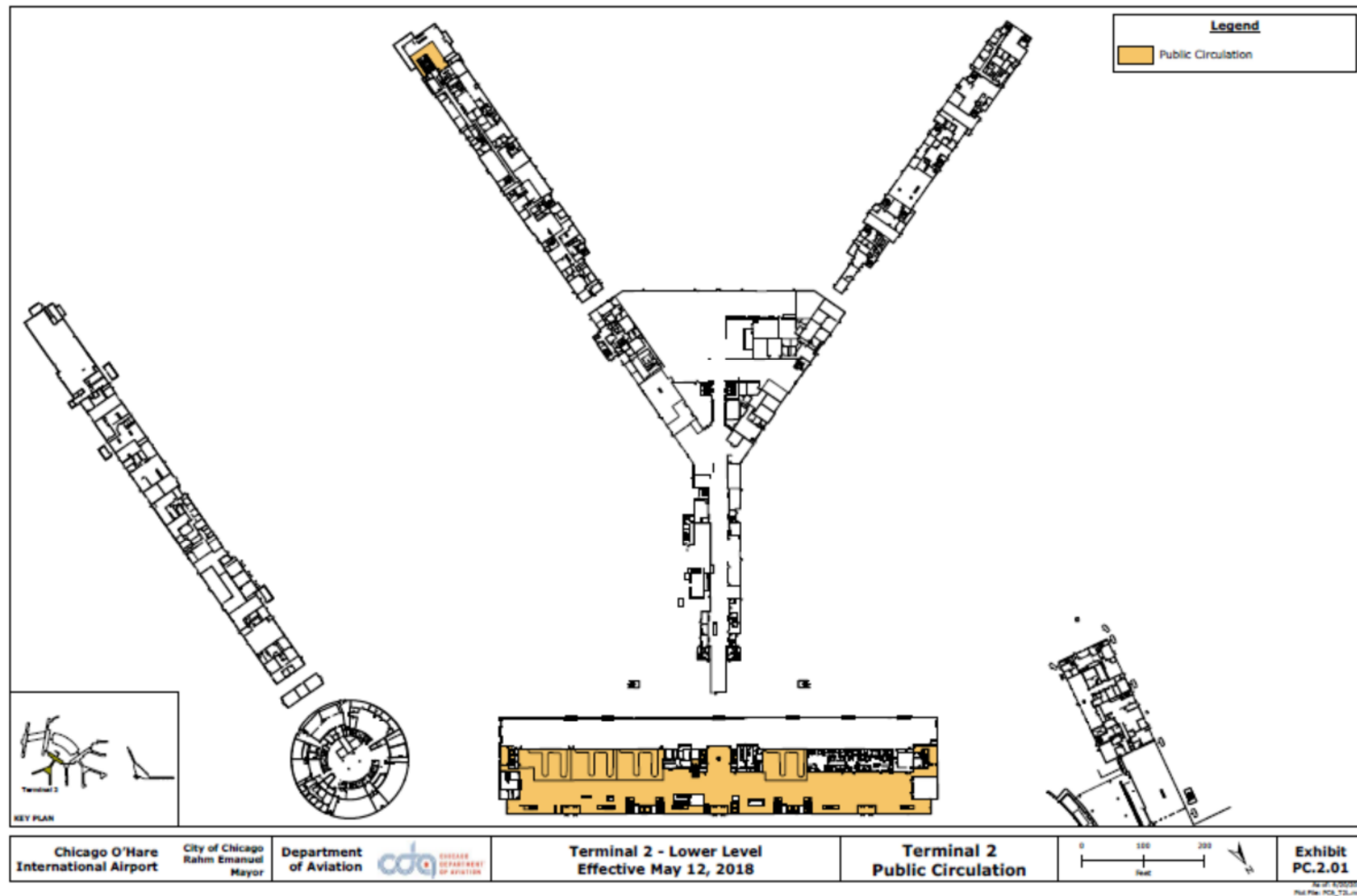


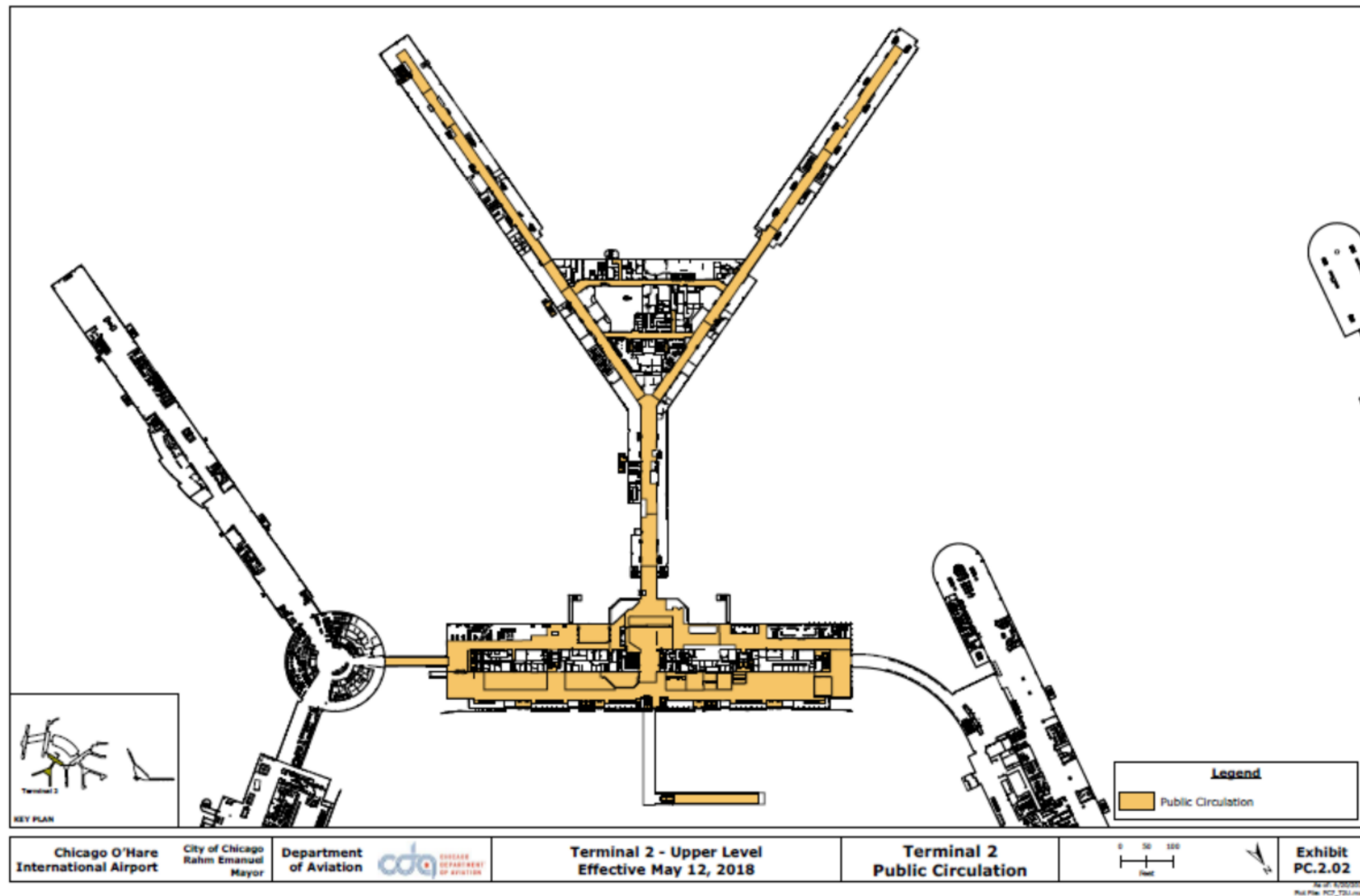


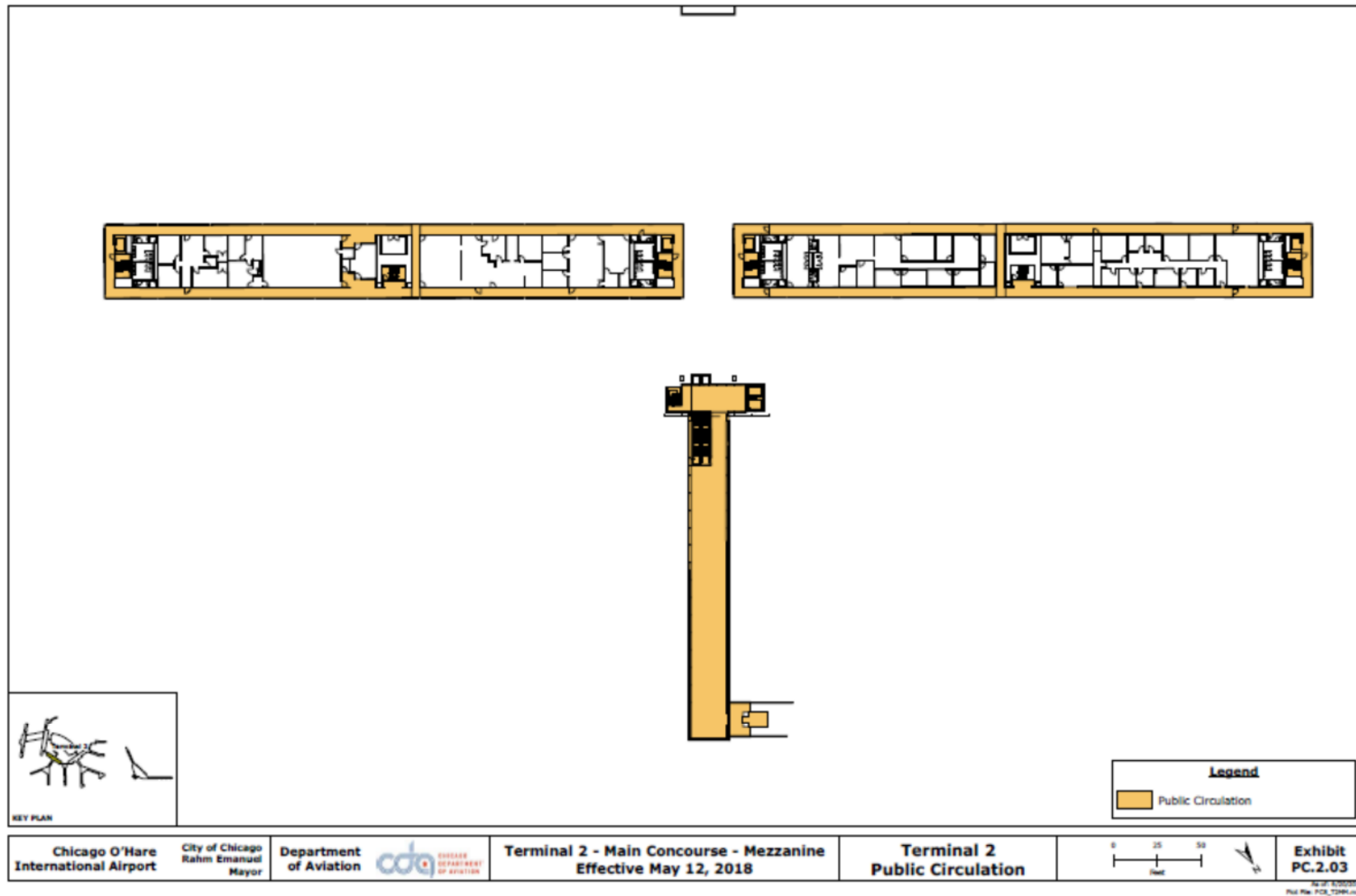


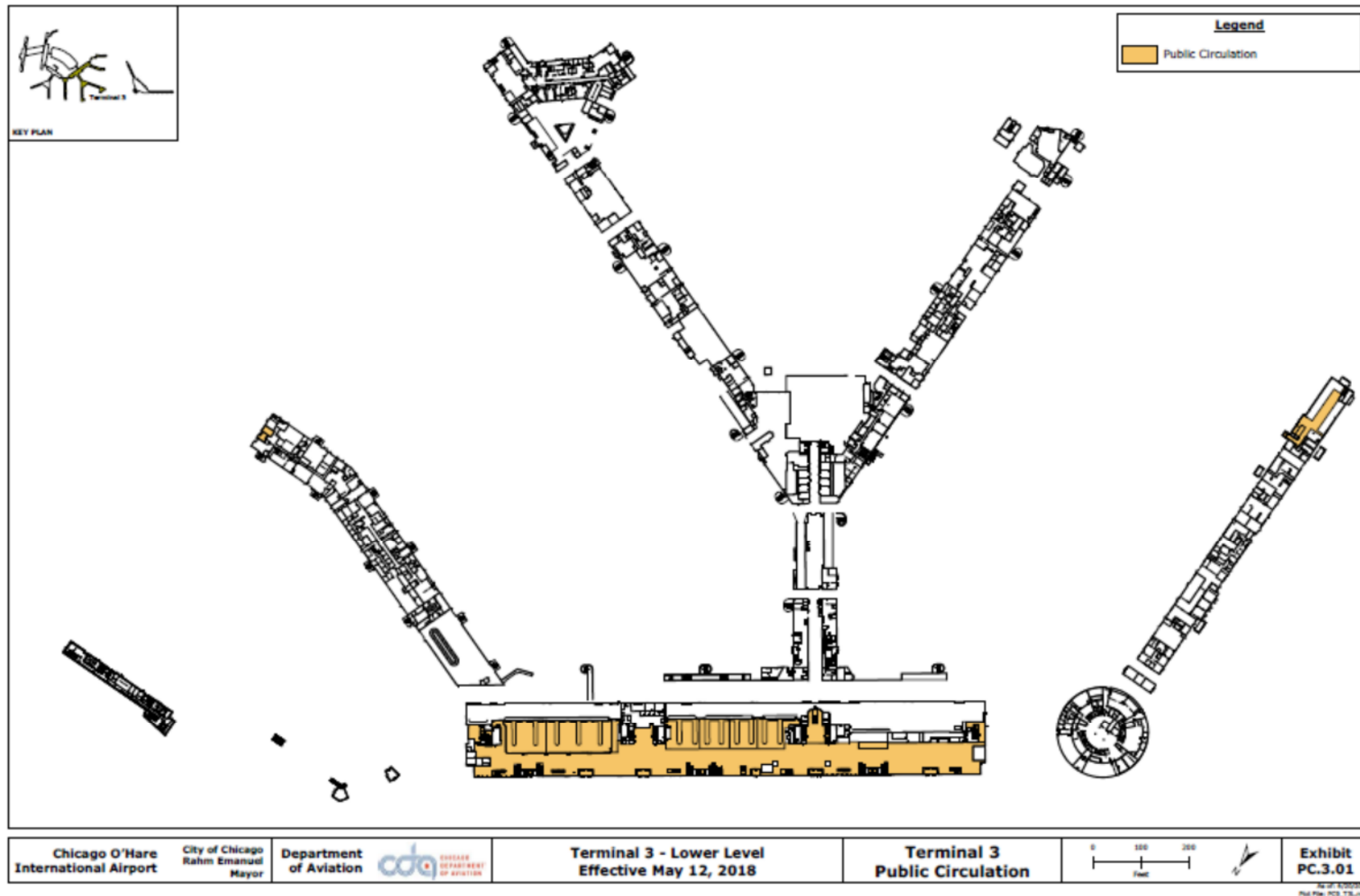


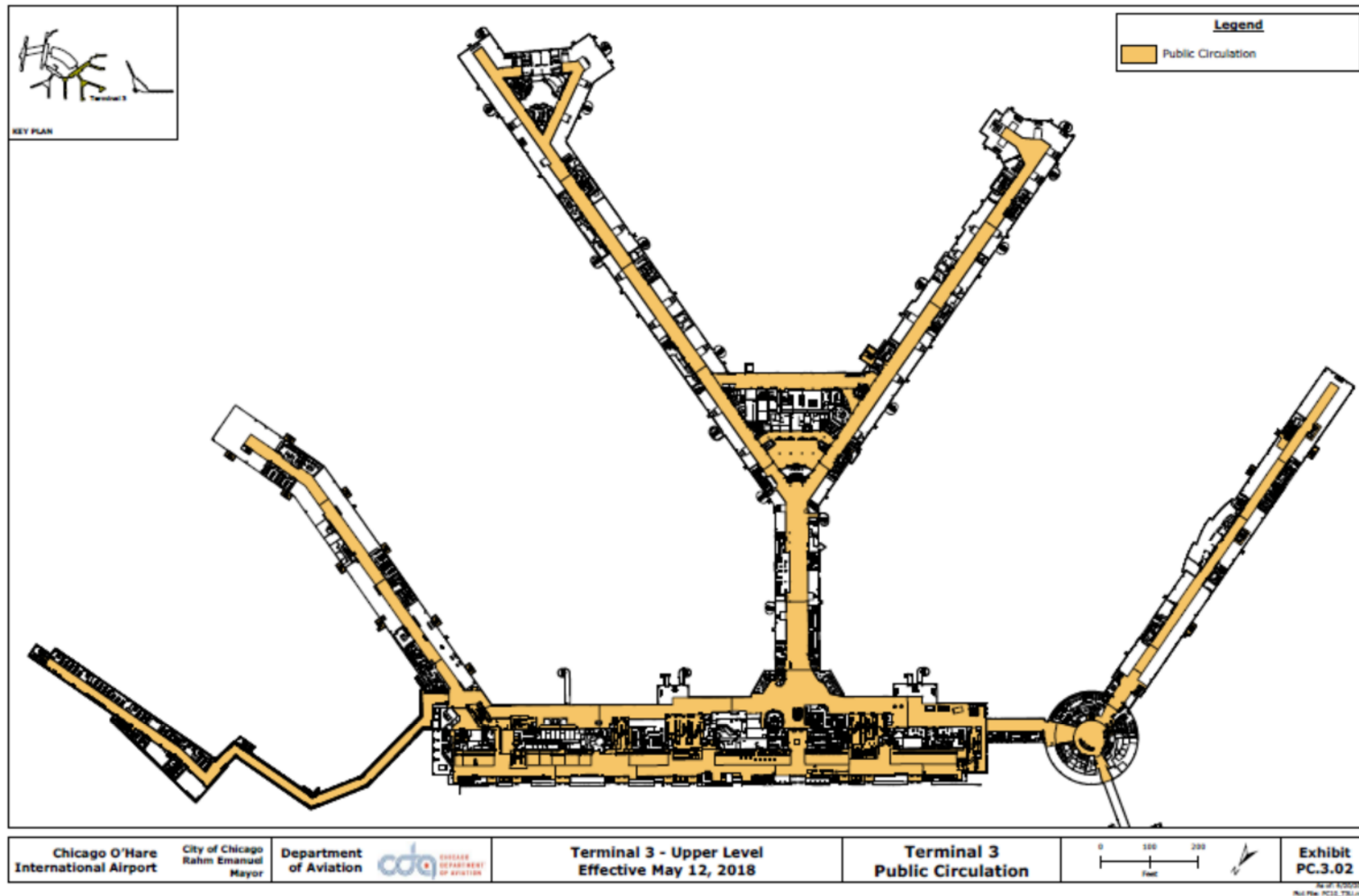


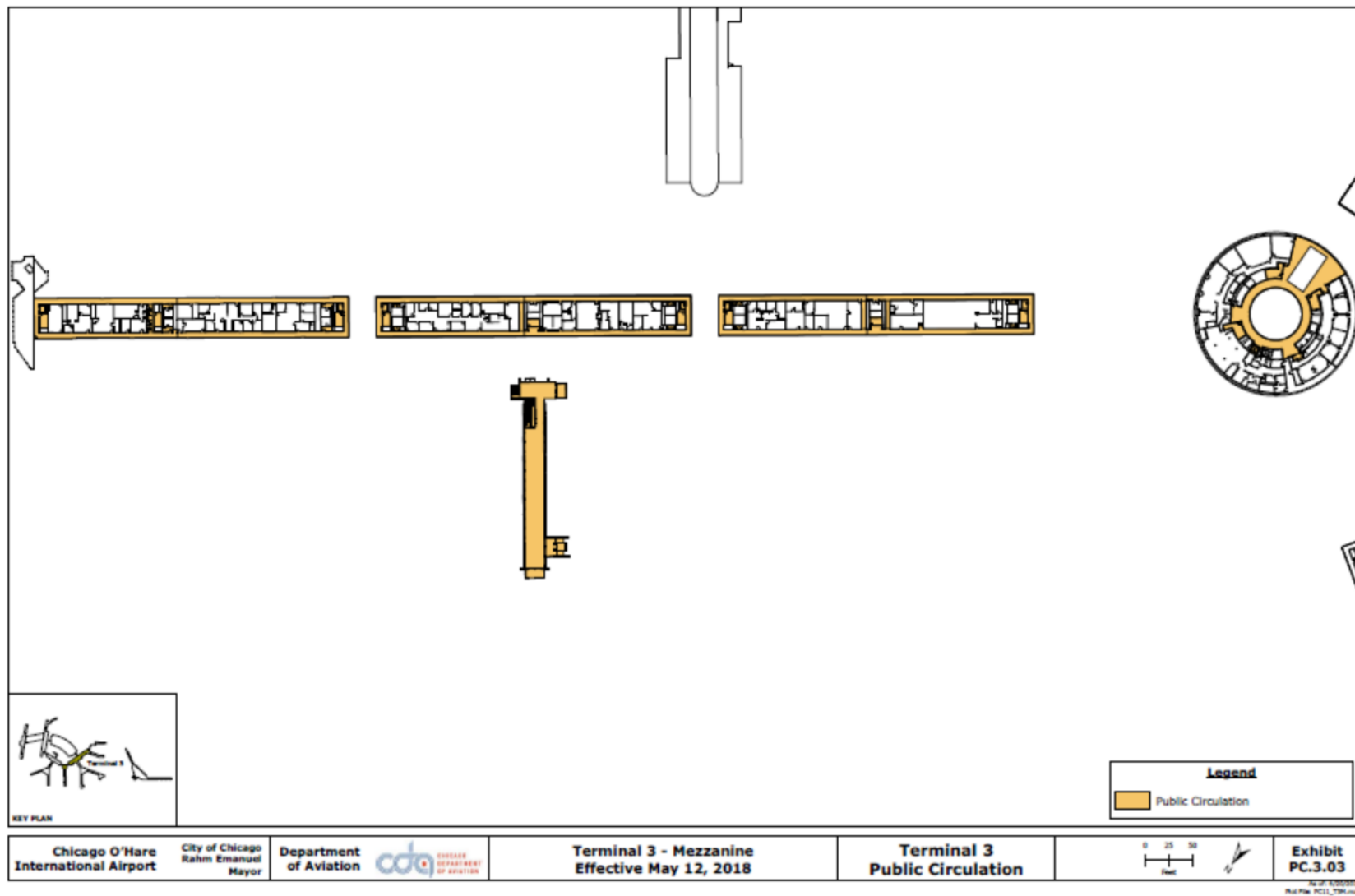












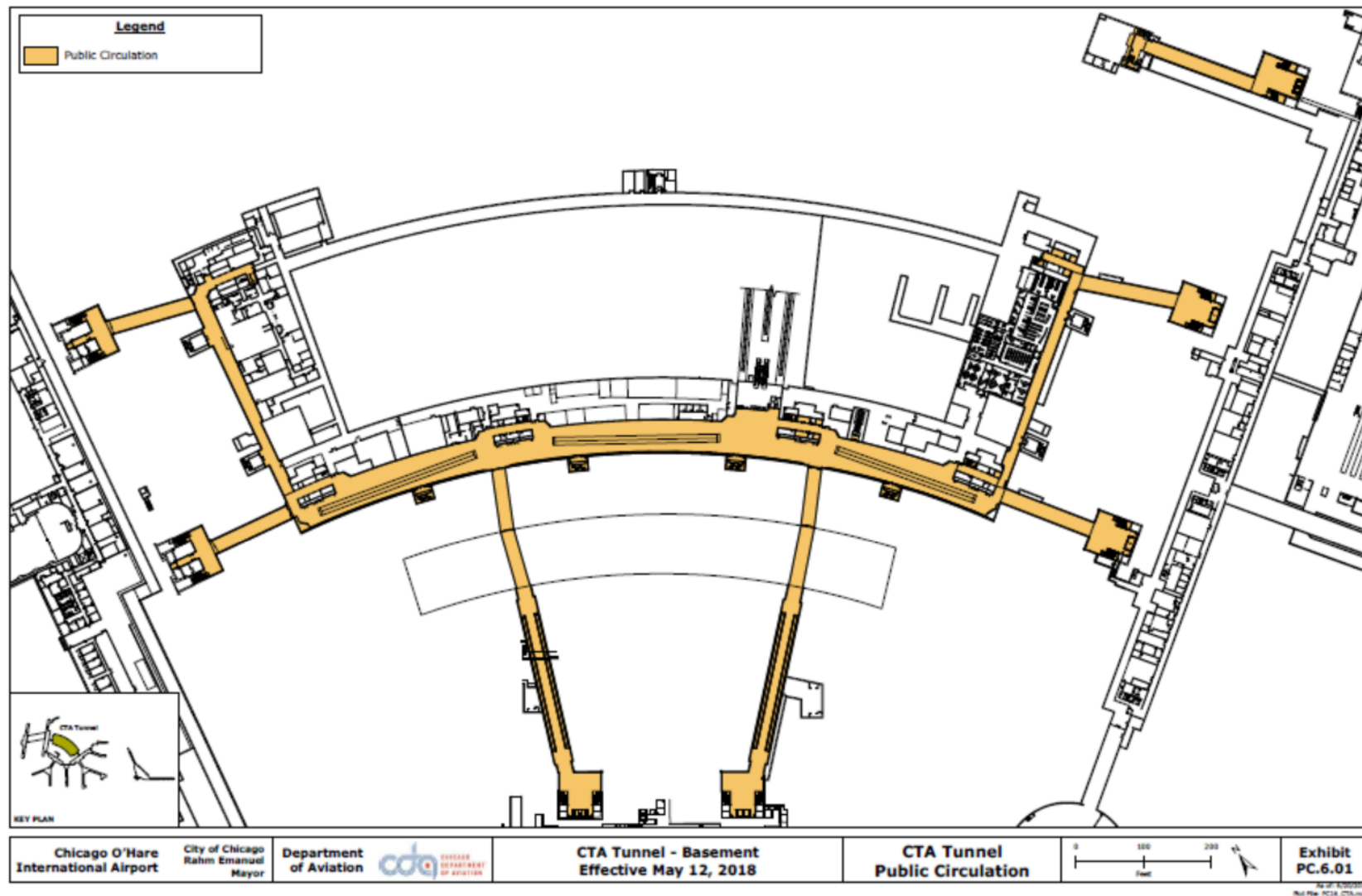


Exhibit 8: Public Restrooms



Chicago O'Hare International Airport

PUBLIC RESTROOMS

Effective: May 12, 2018

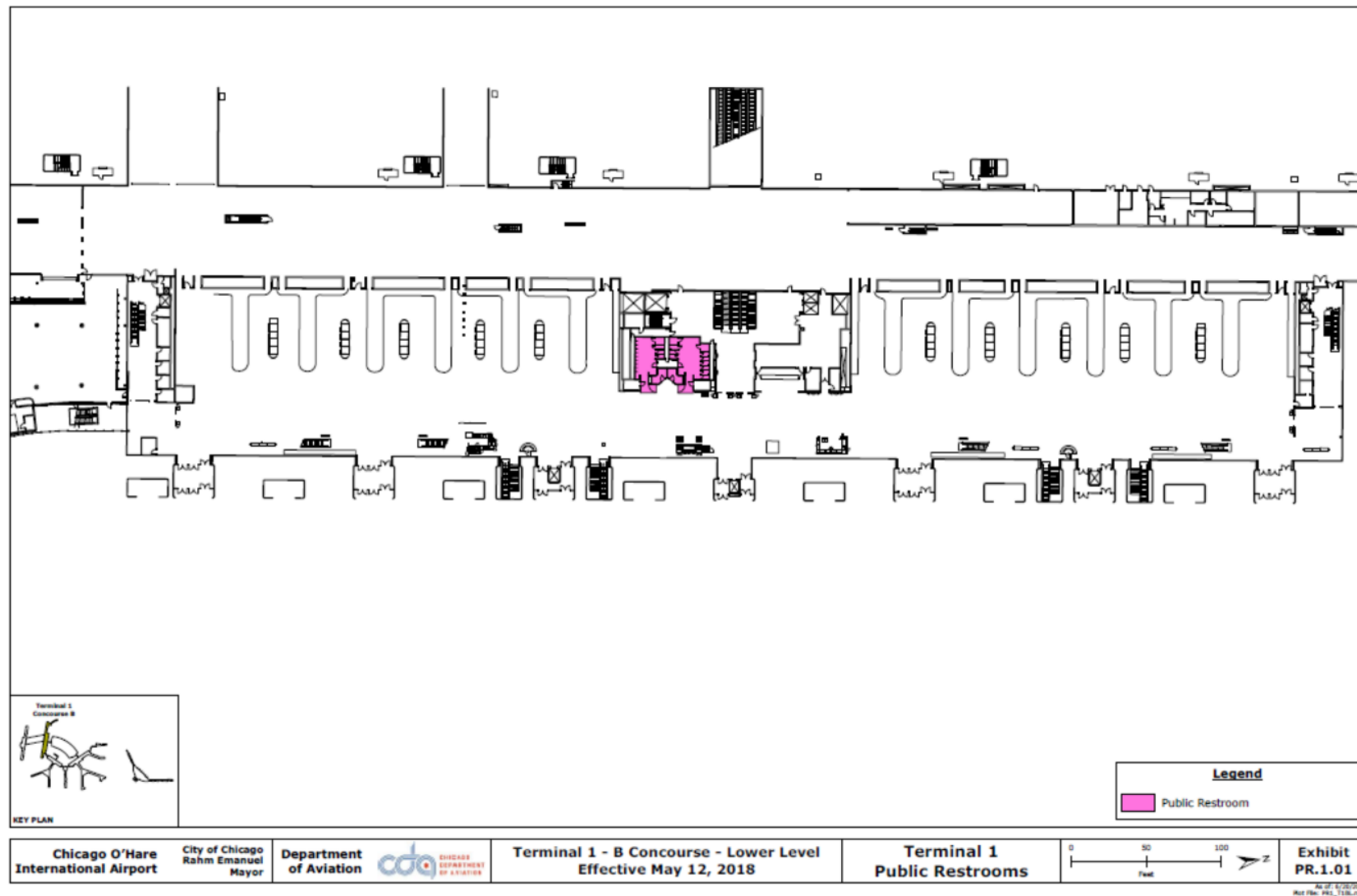
TERMINAL 1	Sq. Footage
Lower Level	1,452
Upper Level	14,594
TOTAL	16,046

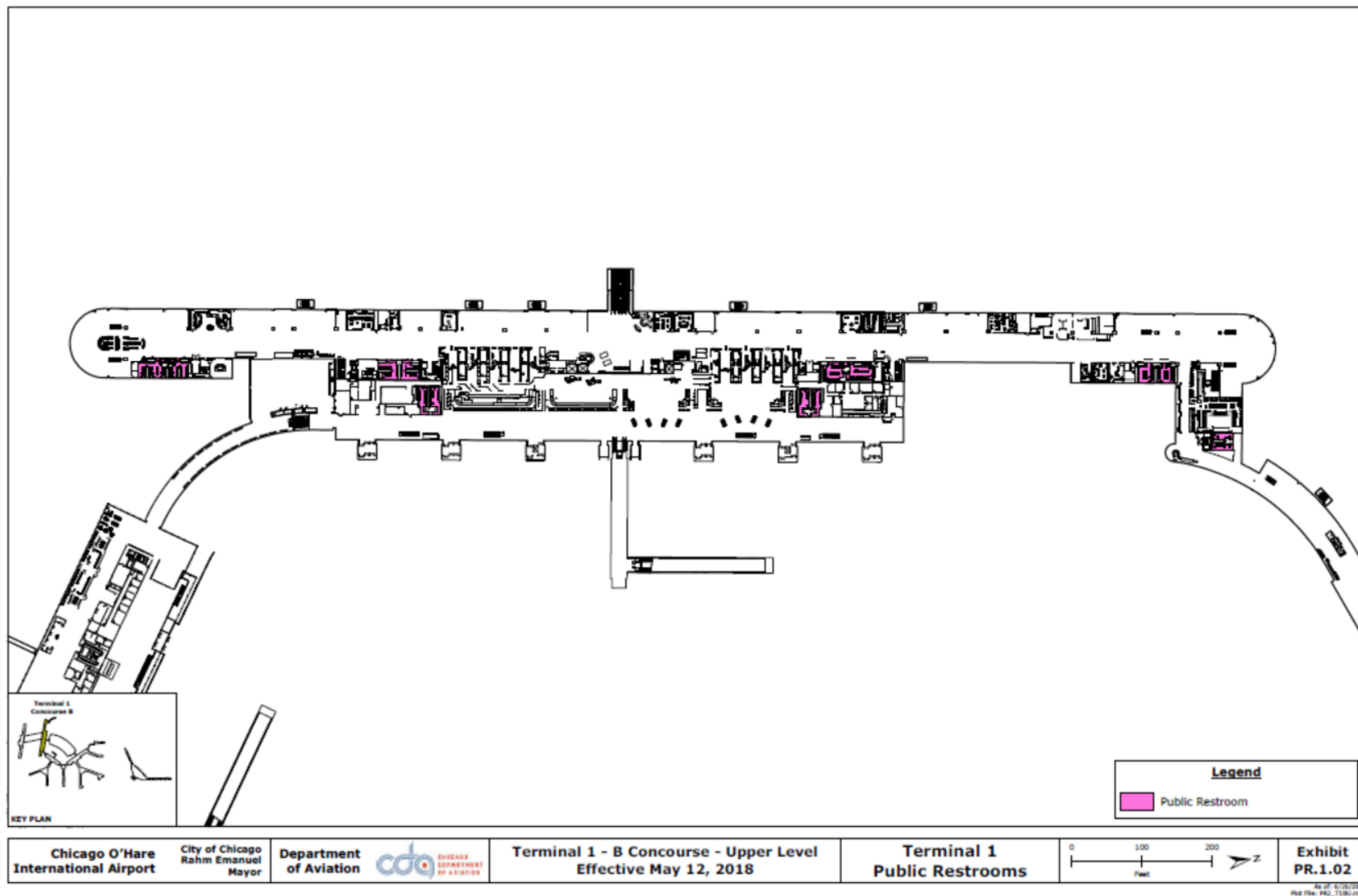
TERMINAL 2	Sq. Footage
Lower Level	1,474
Upper Level	7,874
TOTAL	9,348

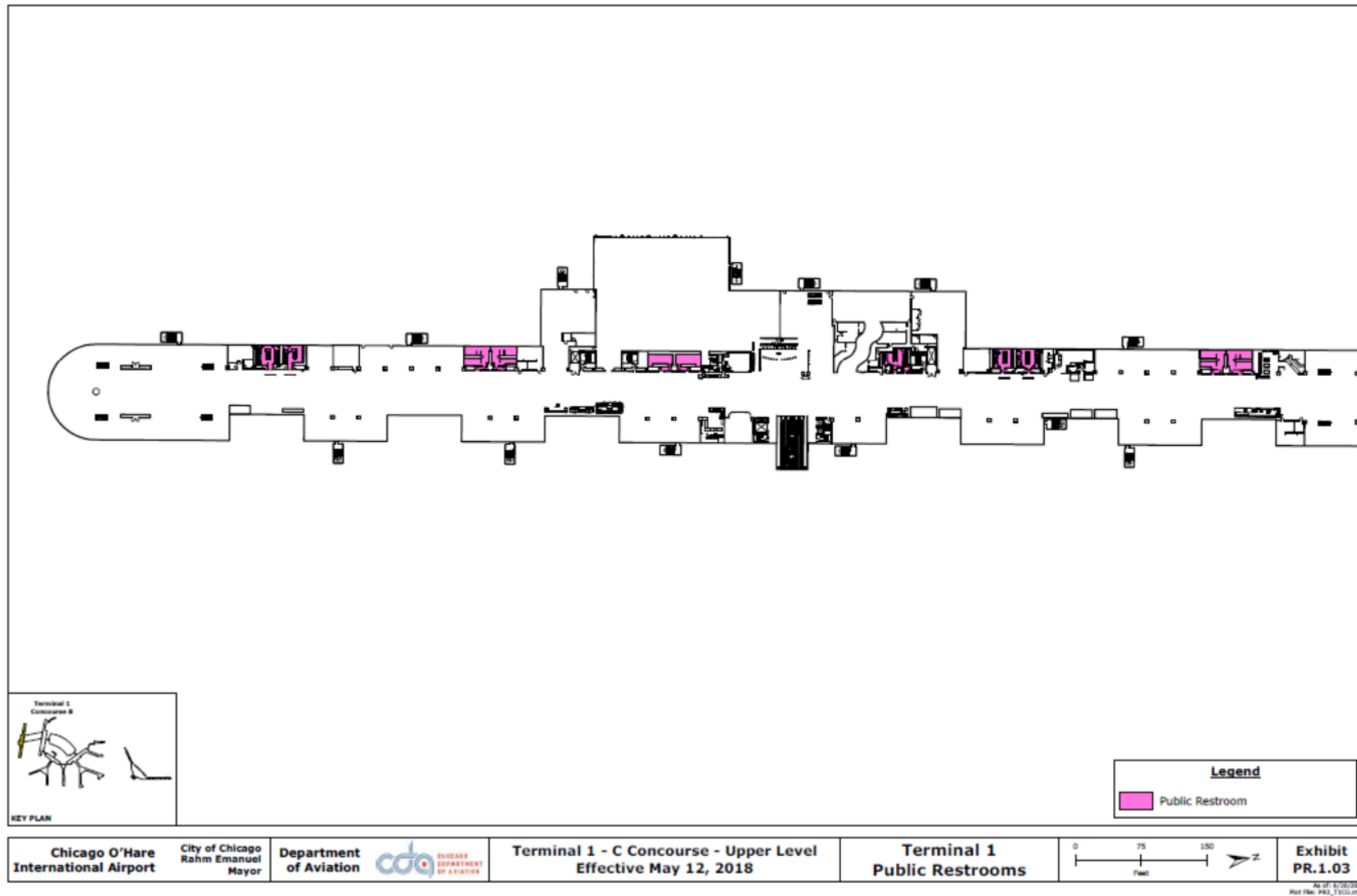
TERMINAL 3	Sq. Footage
Lower Level	2,711
Upper Level	20,949
Mezzanine	702
TOTAL	24,362

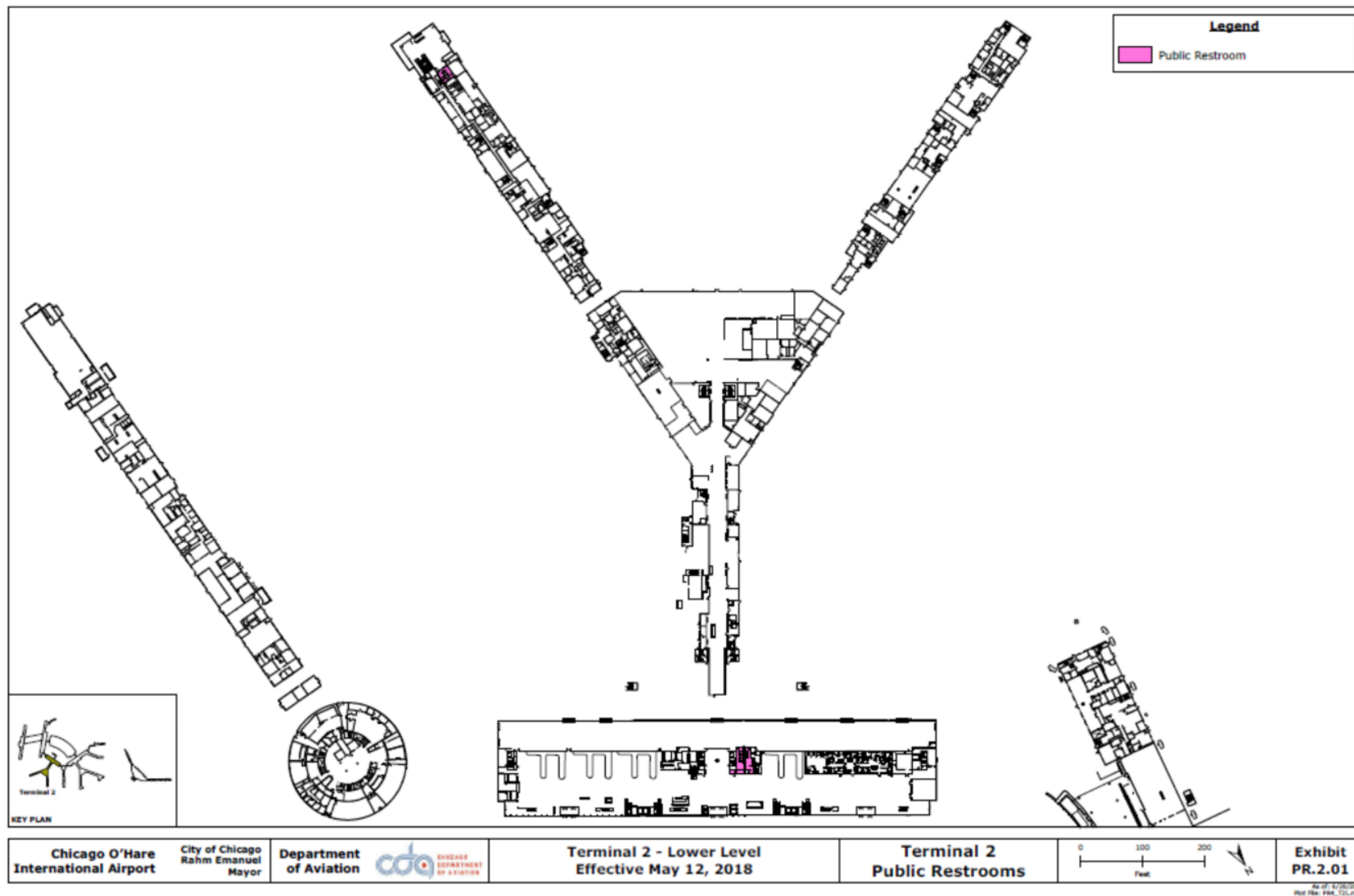
CTA TUNNEL	Sq. Footage
Basement	2,023
TOTAL	2,023

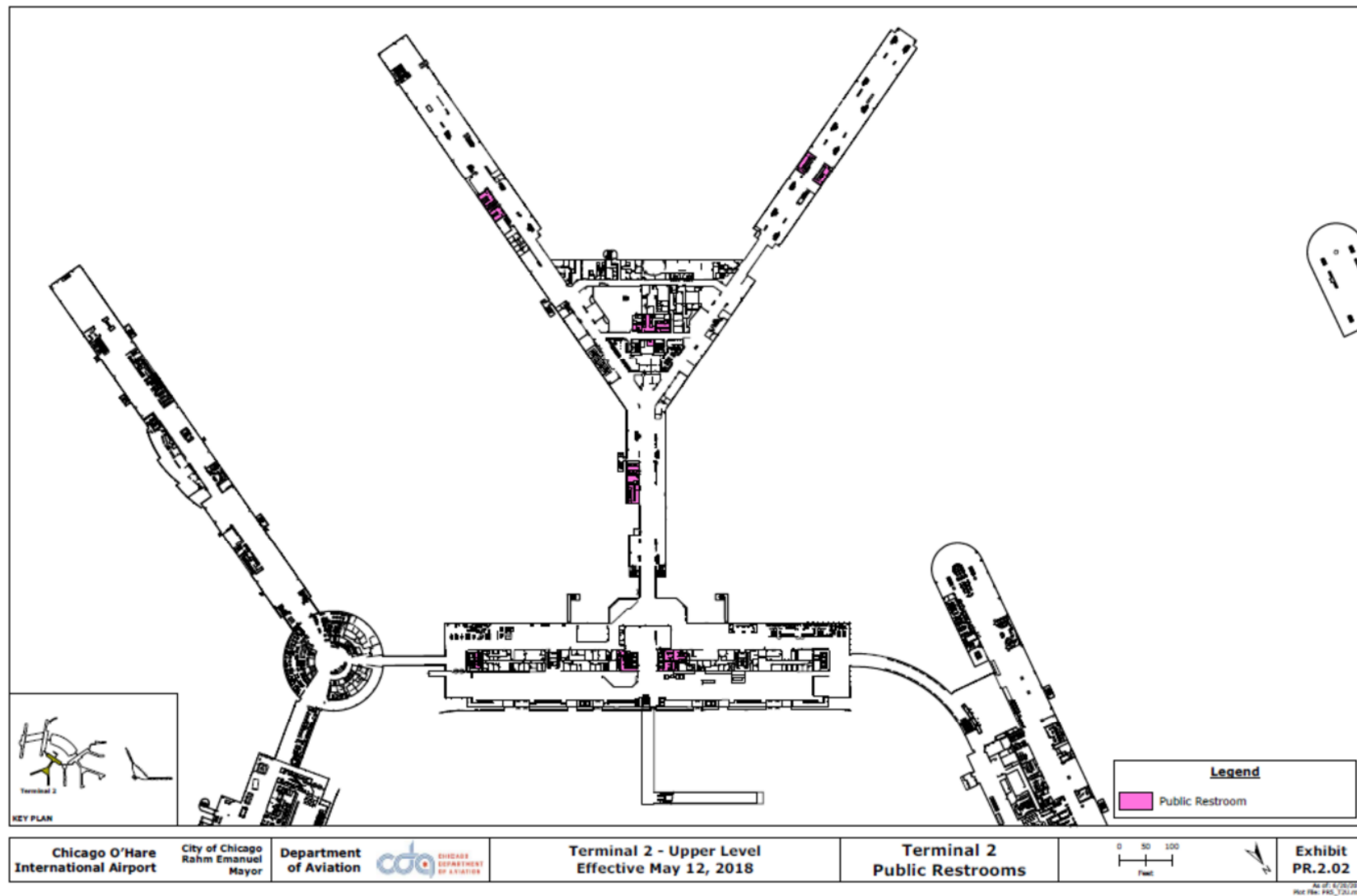
ALL TERMINALS	Sq. Footage
GRAND TOTAL	51,779

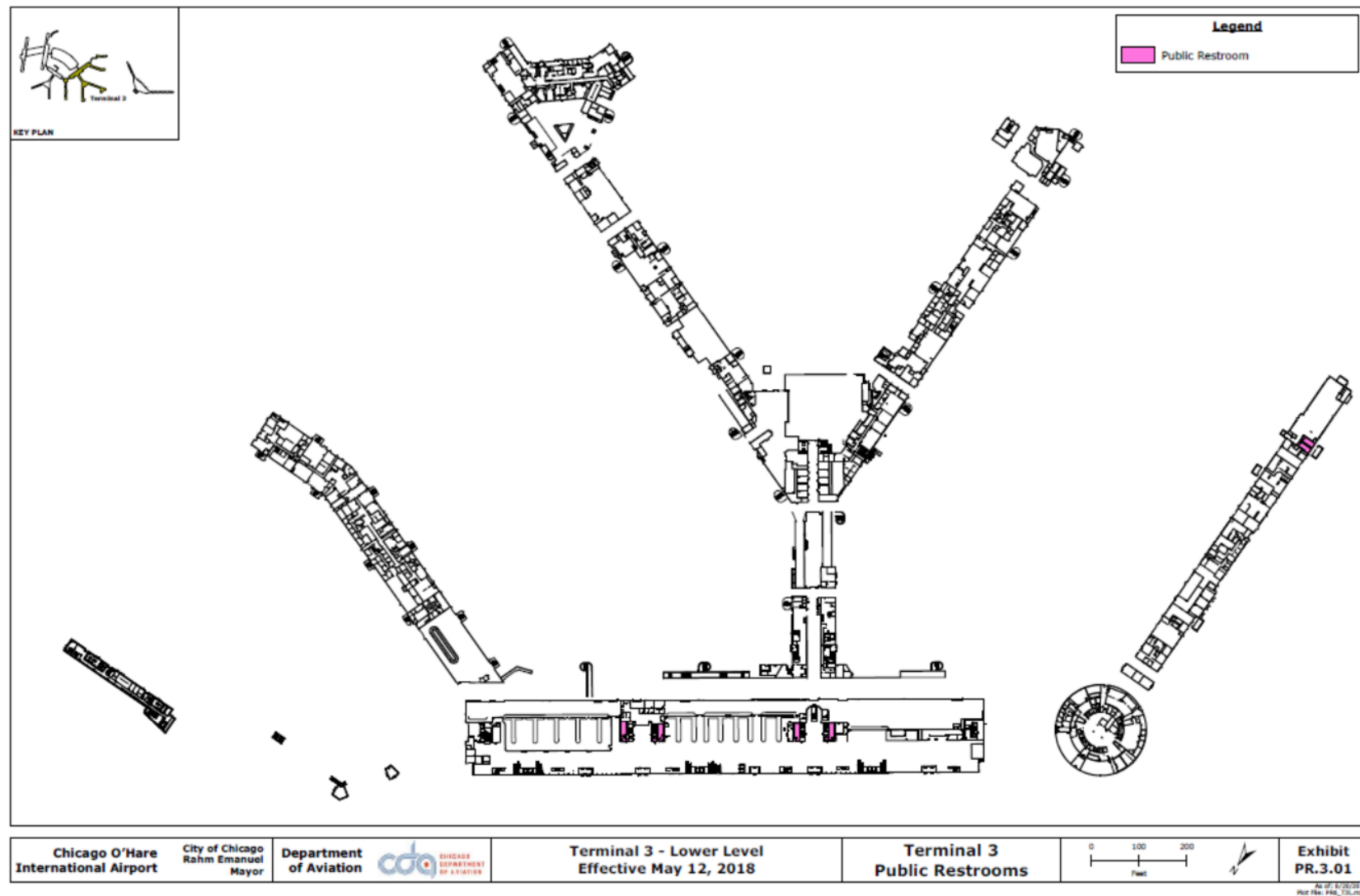


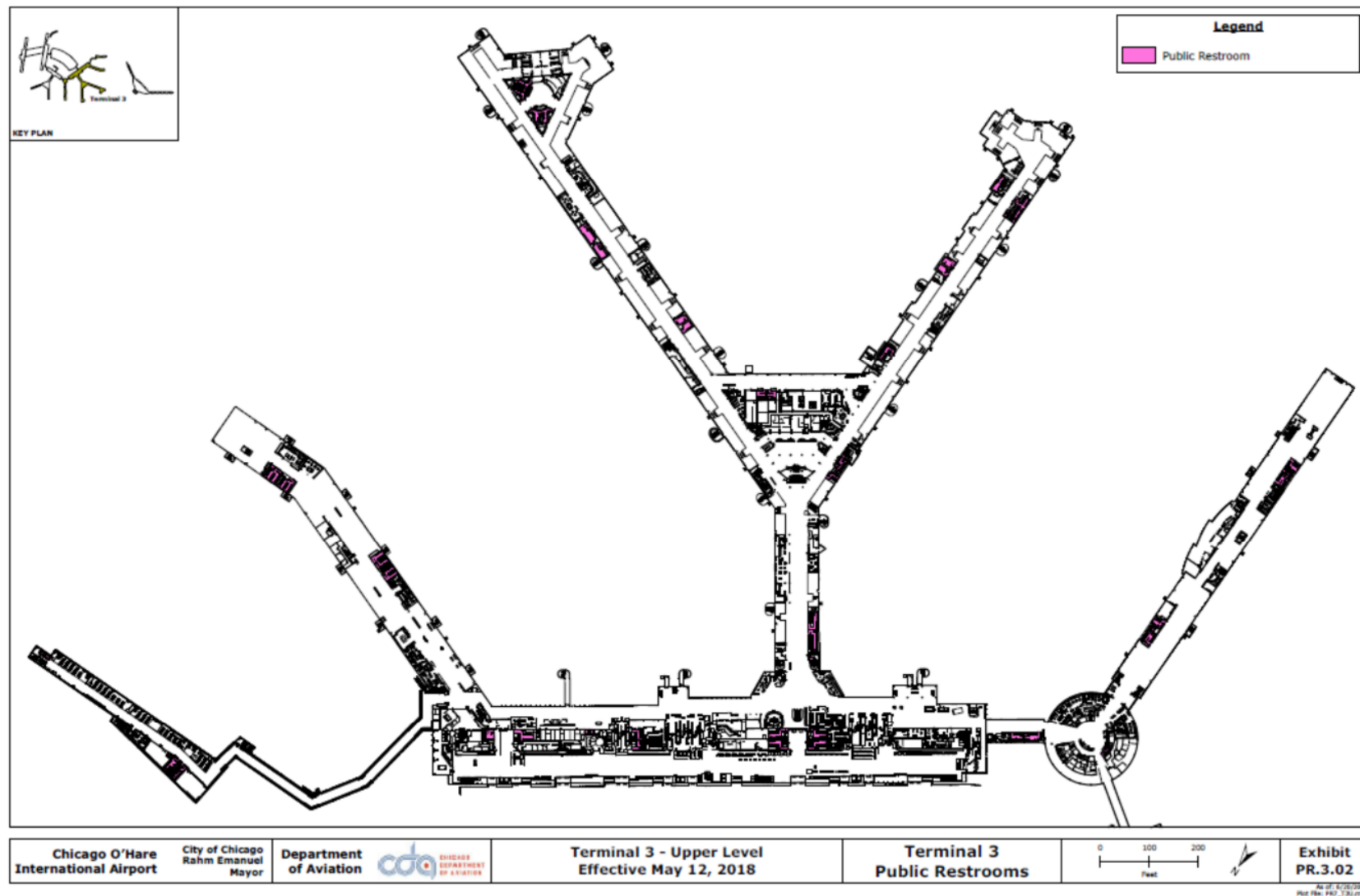


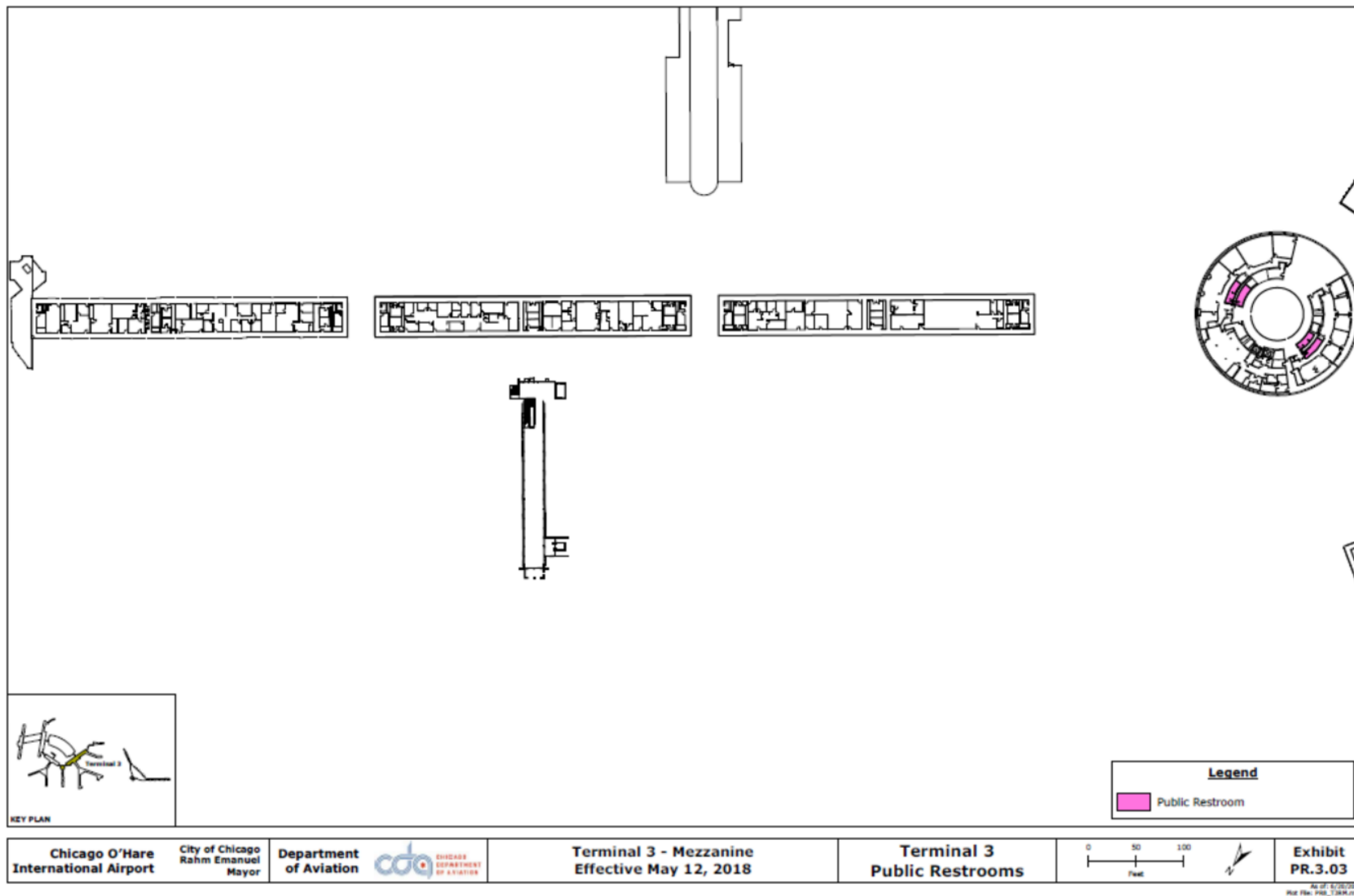












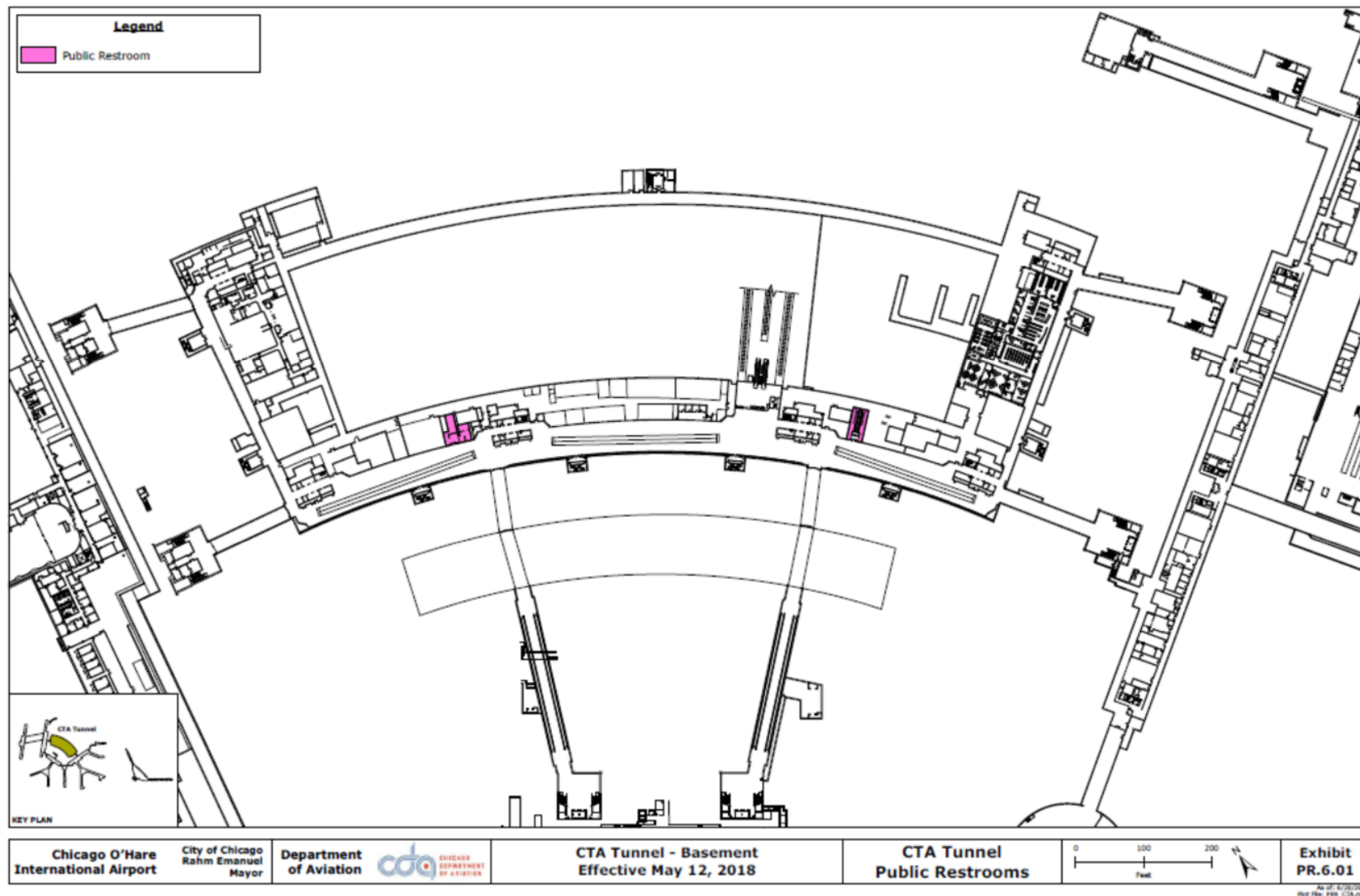
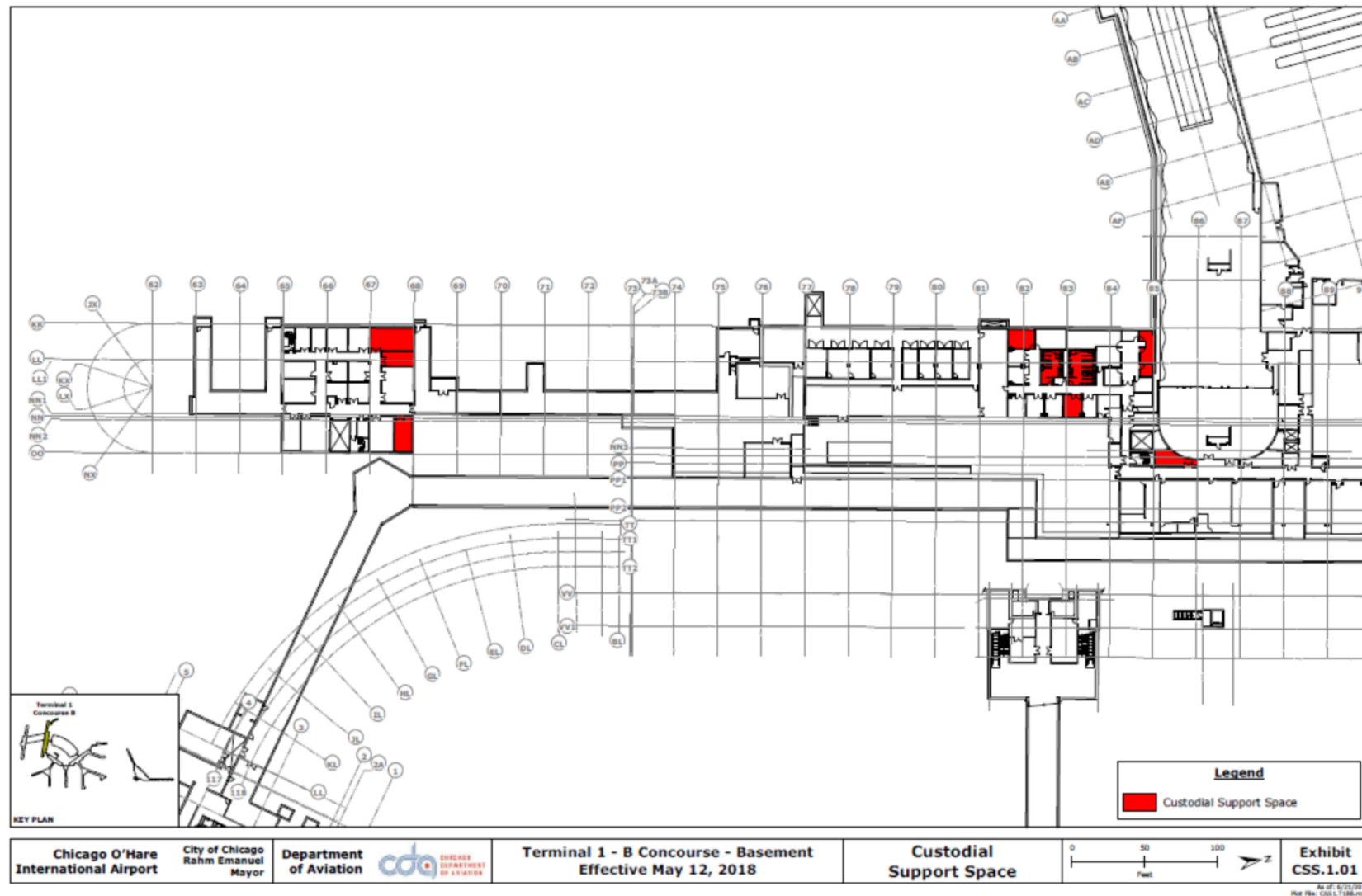
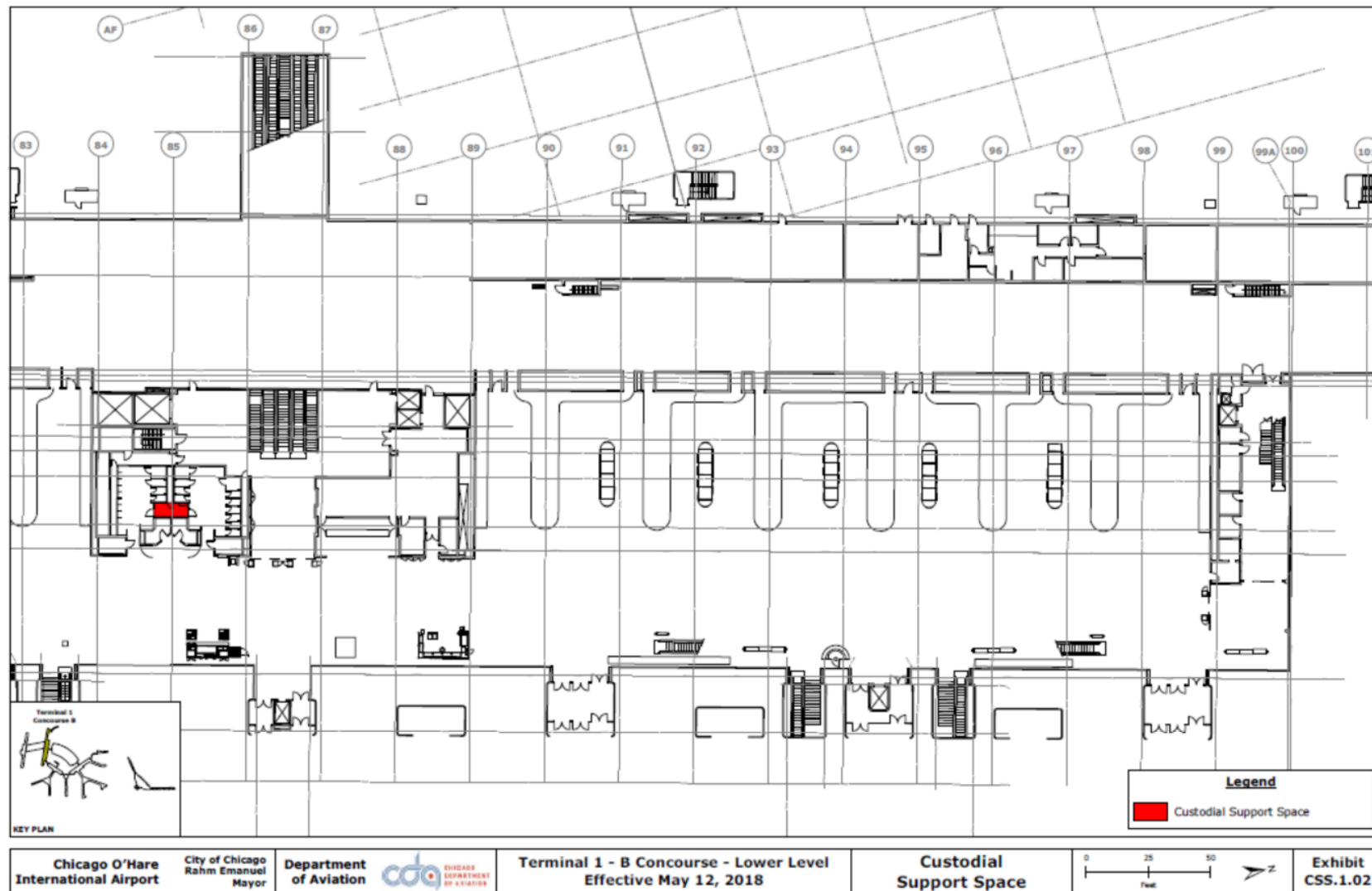
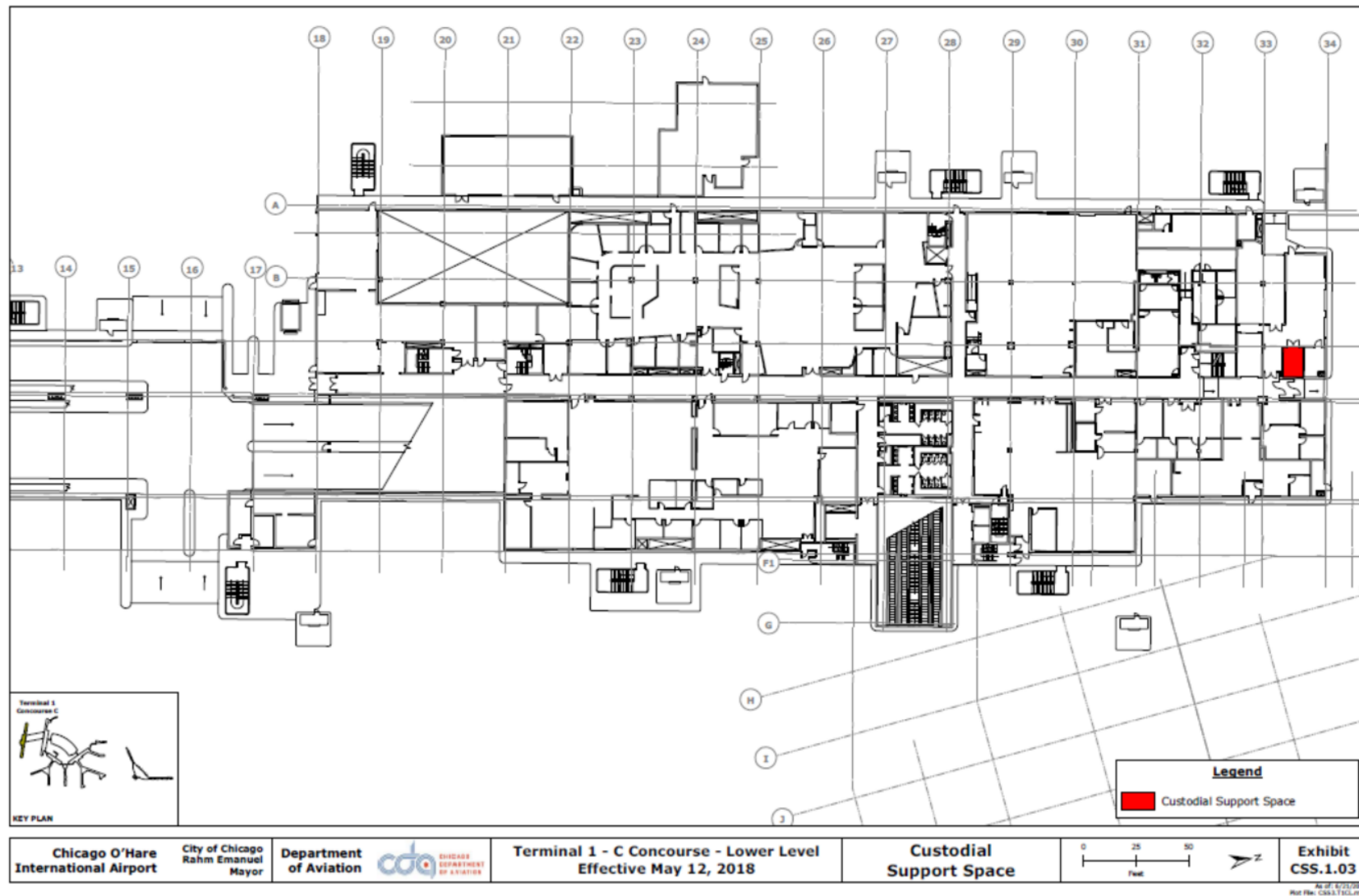
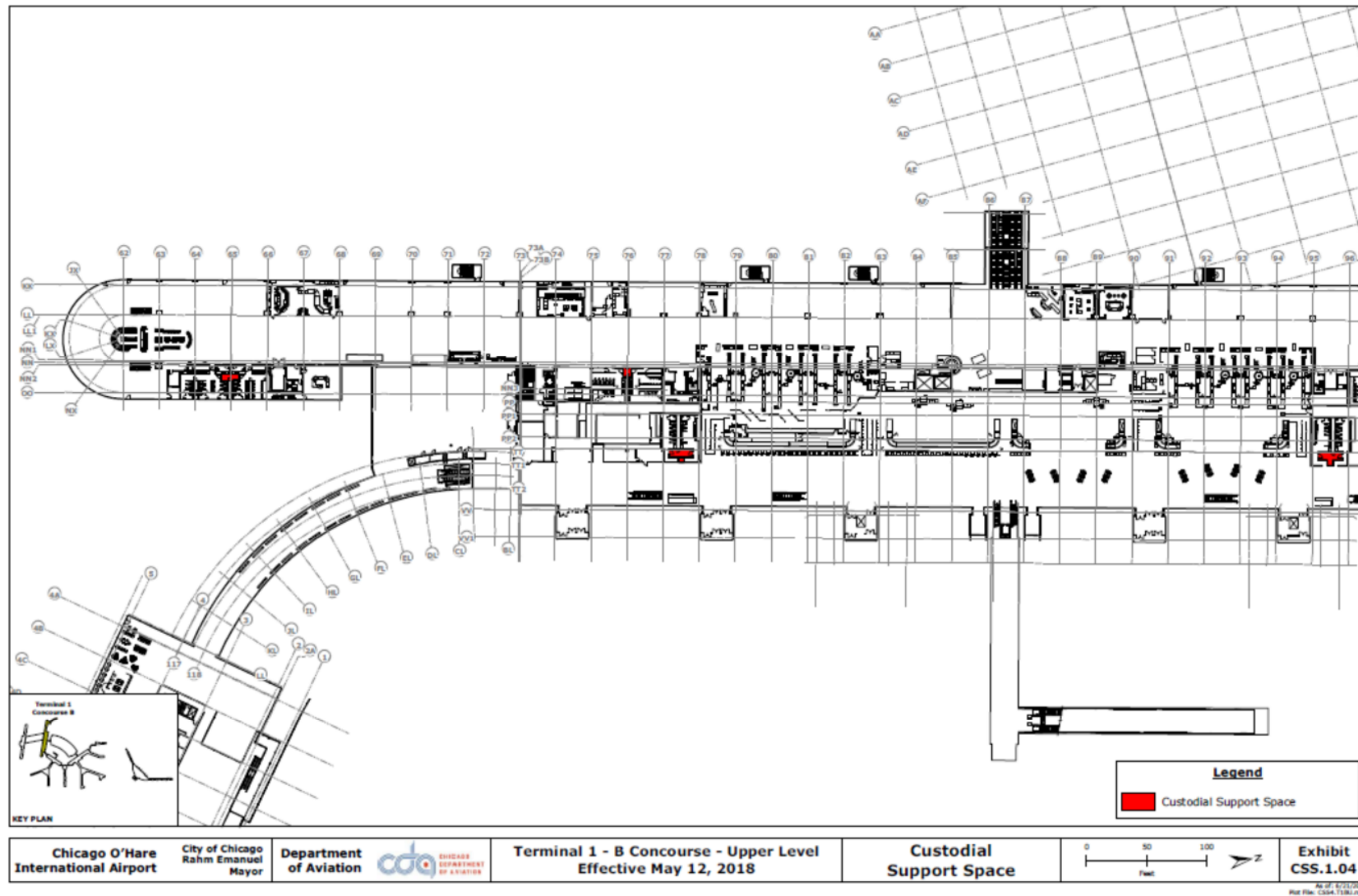


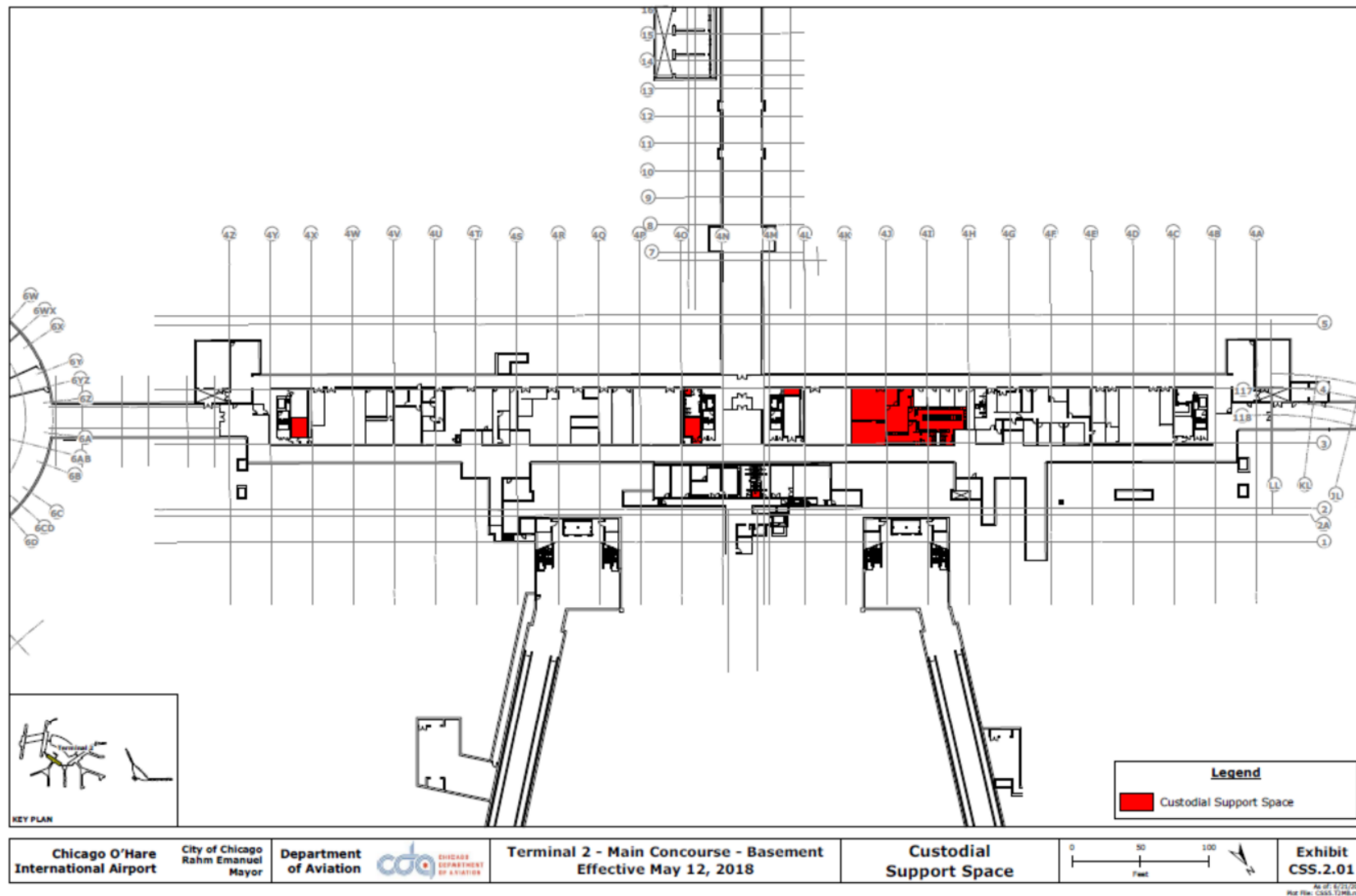
Exhibit 9: Custodial Support Space

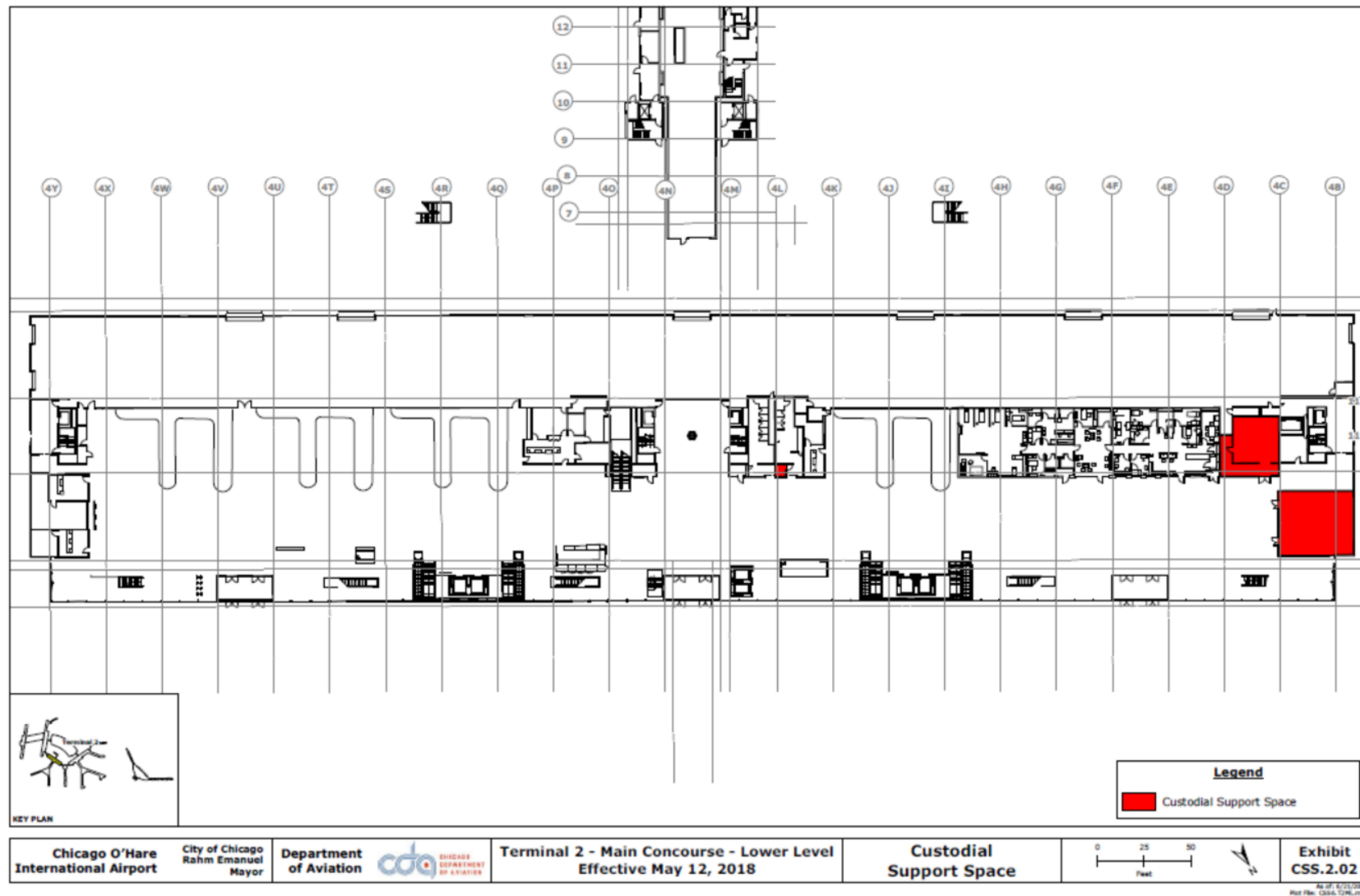


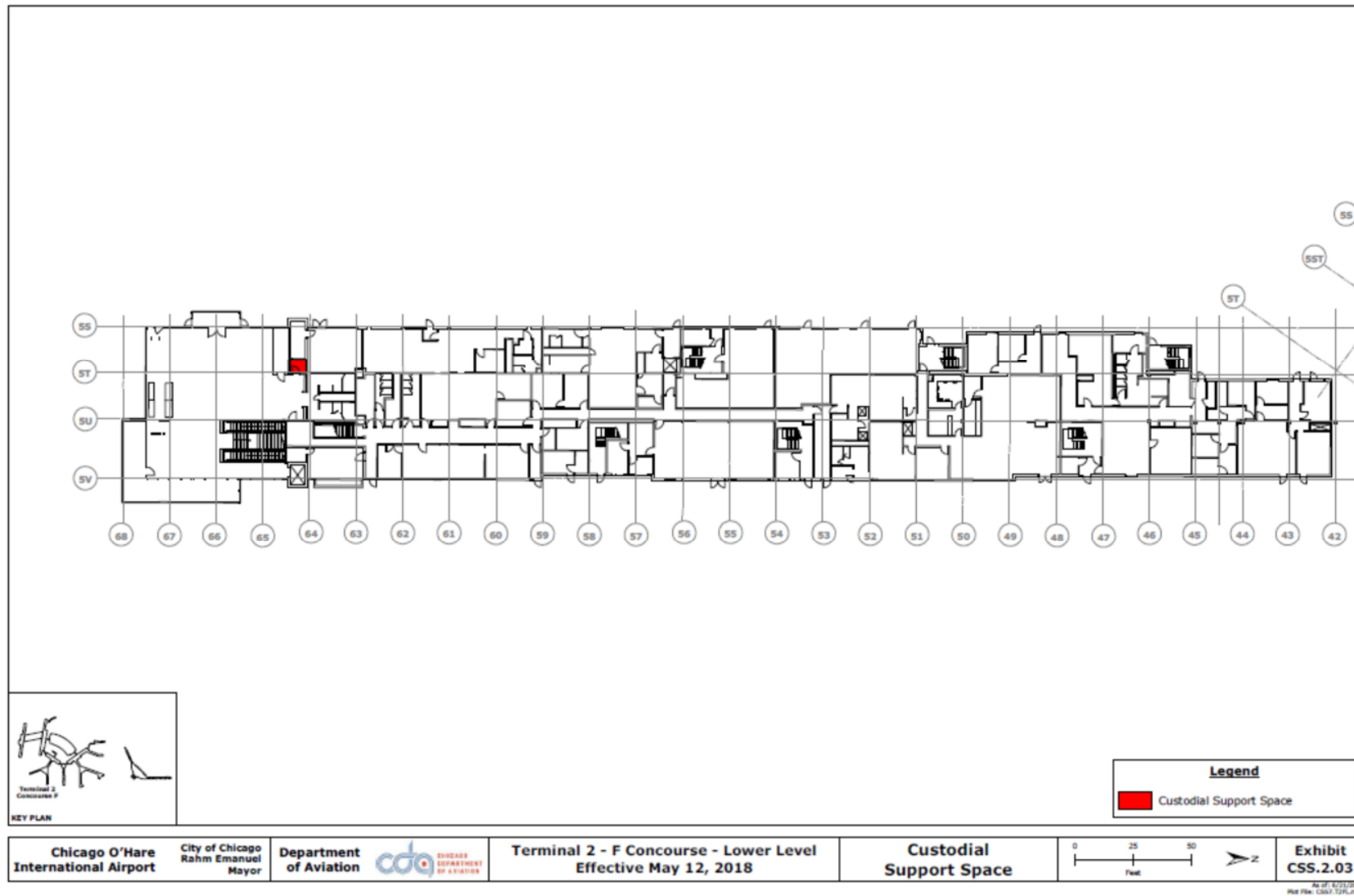


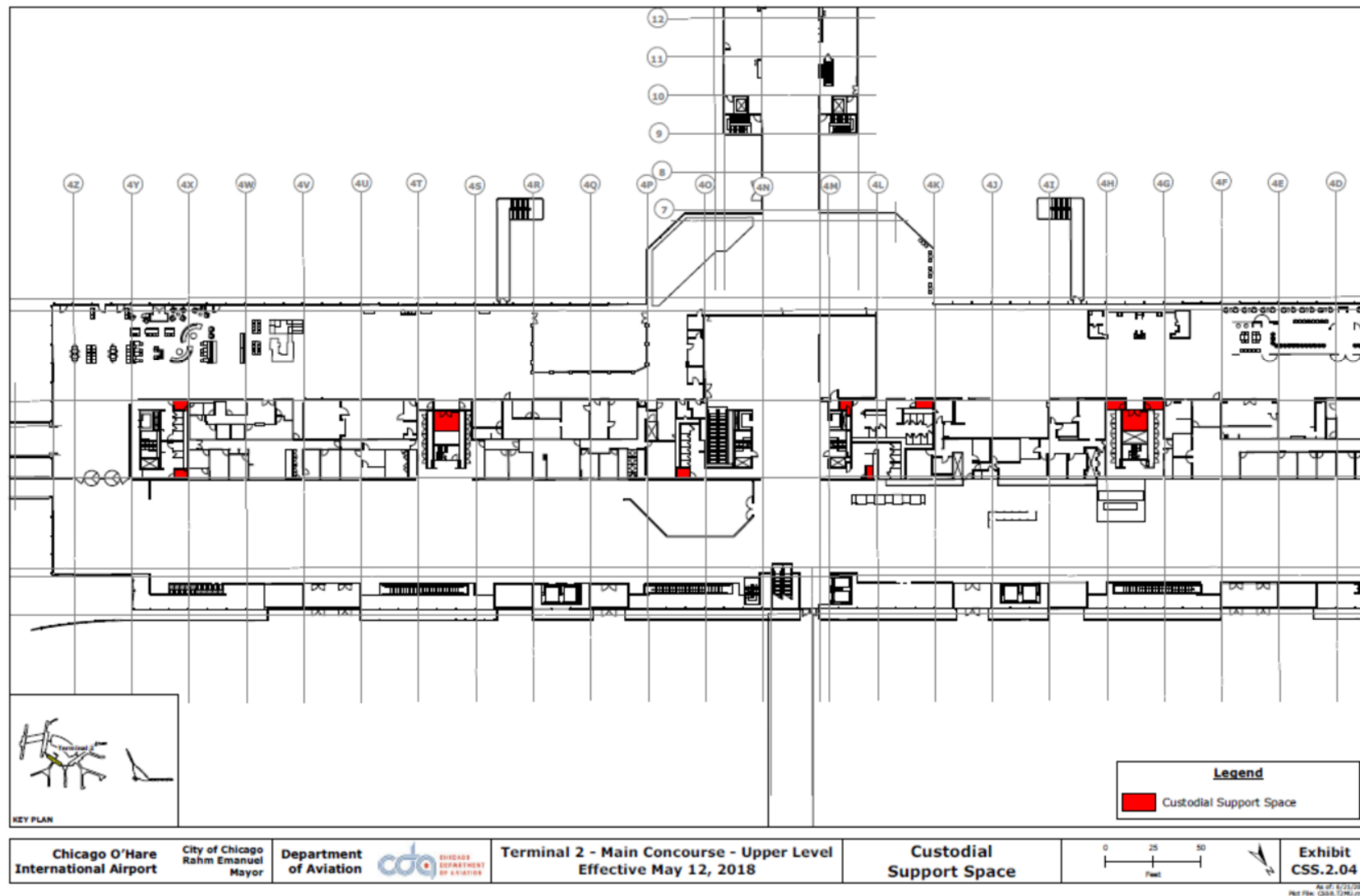


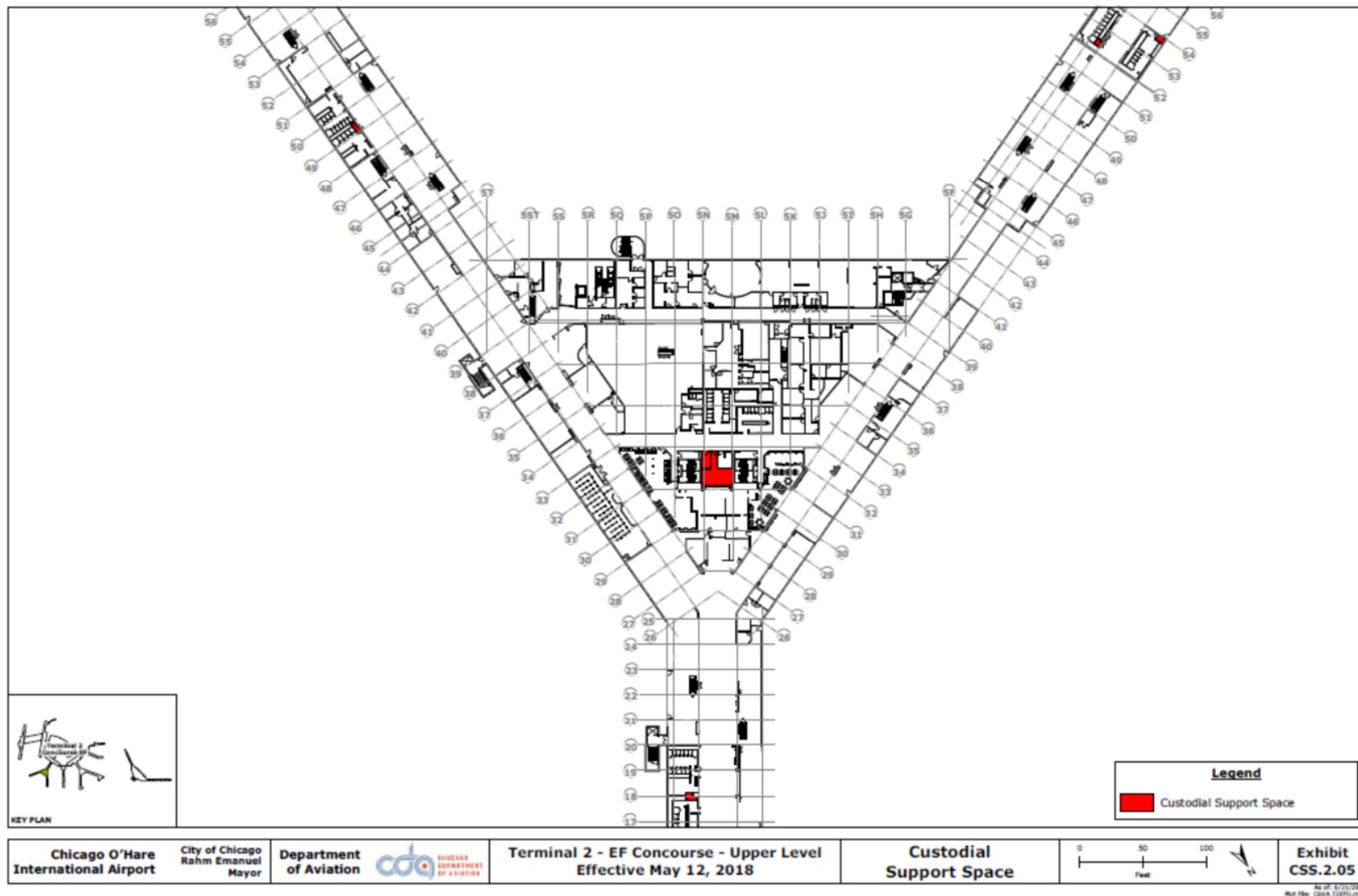


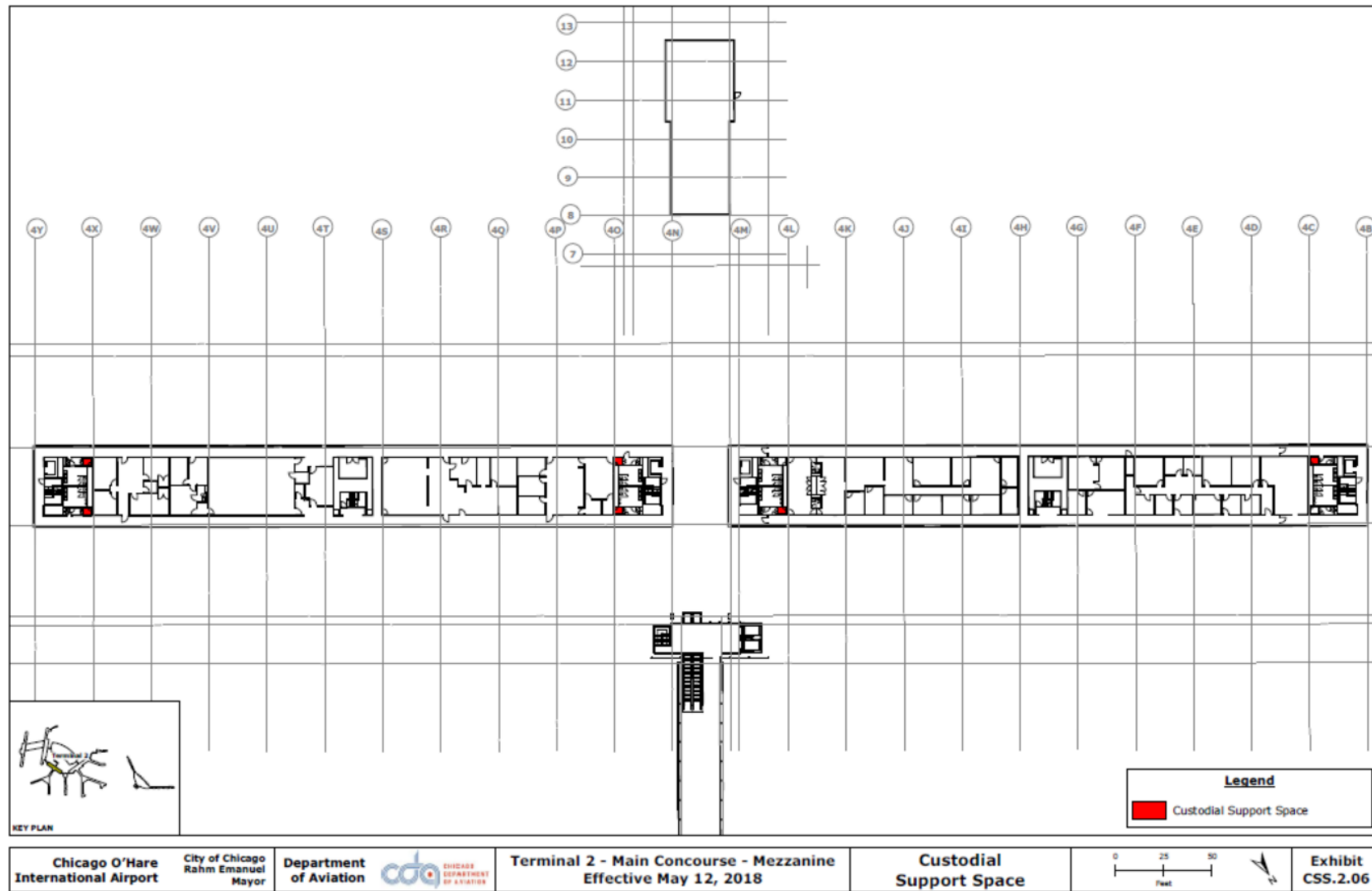


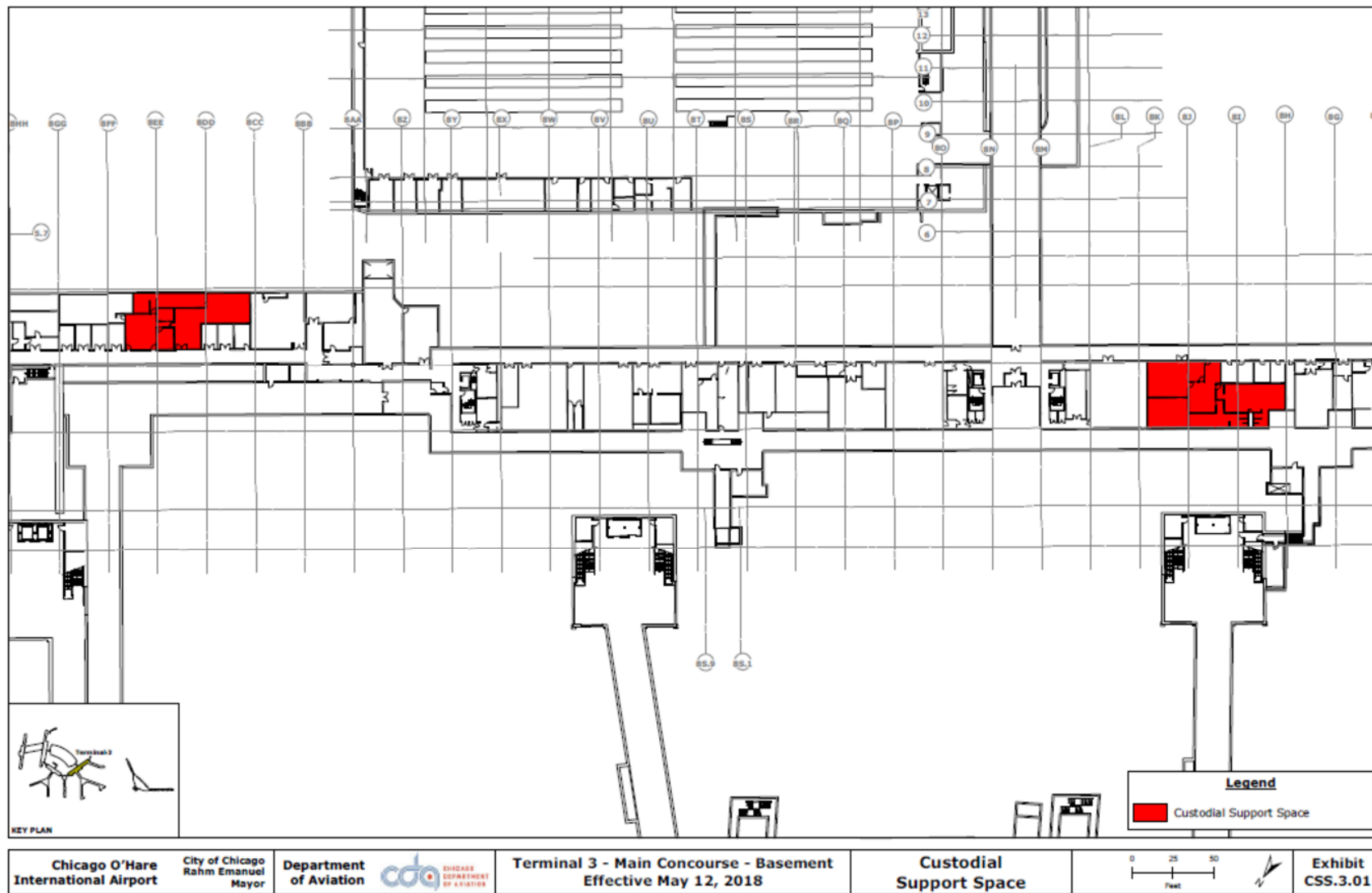












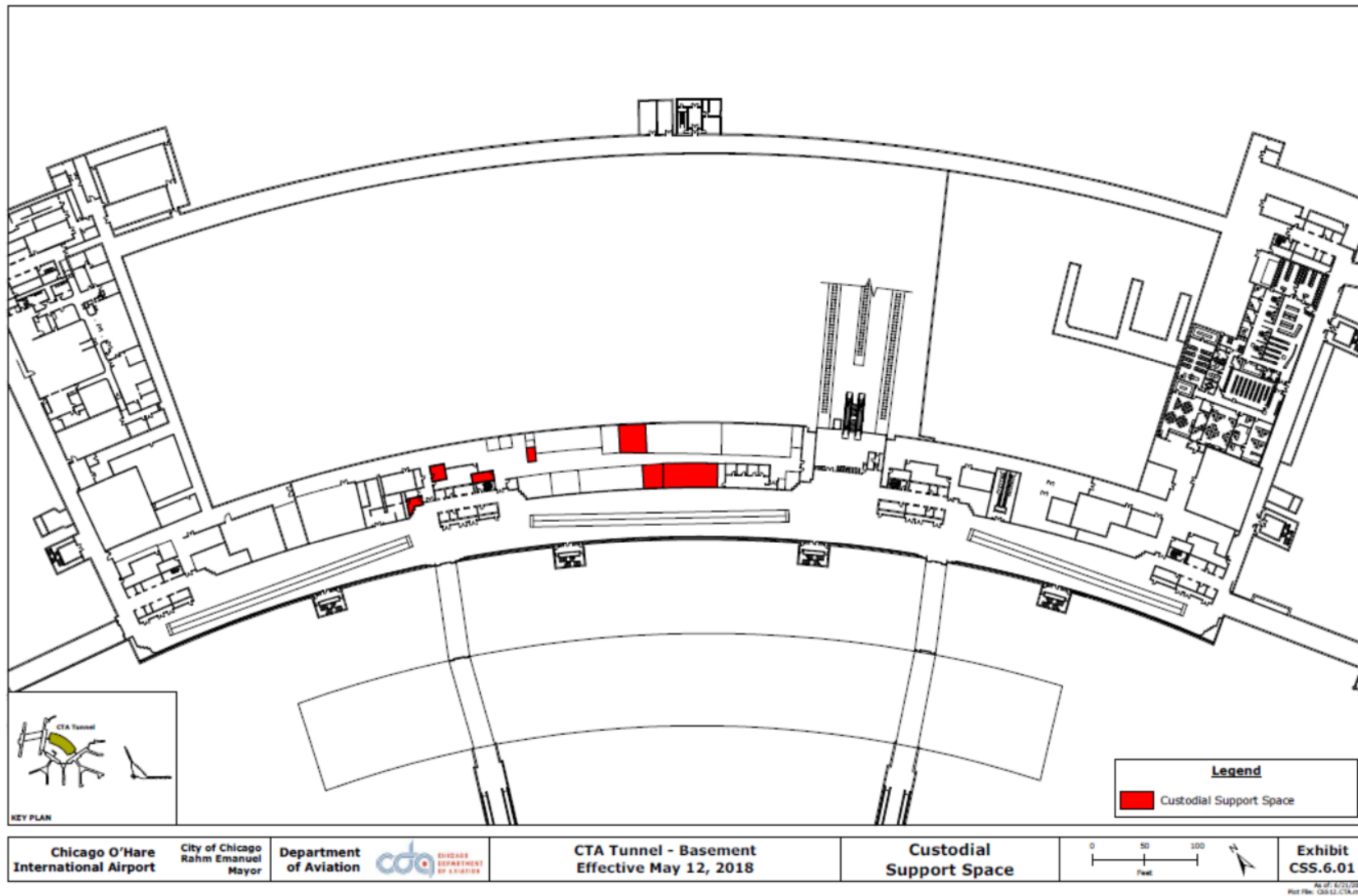


Exhibit 10: Escalator and Moving Walkway Cleaning Specification

The Contractor will clean the escalator treads and risers as well a moving walk pallet treads (moving walkways) as directed by the CDA. Each piece of equipment will be cleaned two (2) times per year. This schedule is subject to change at CDA's request.

CDA Step Cleaning Criteria

1. Contractor will provide cleaning equipment that must be of the type to clean both treads and risers on the escalators and treads of the moving walkways to satisfaction of the CDA.
2. Contractor will be responsible for all equipment, set up, clean up, and supplying all necessary chemical and cleaning agents.
3. All site coordination must involve the CDA's elevator-escalator contractor's representative as well as the approval of CDA prior to cleaning.
4. CDA will determine which equipment (escalators-walkways) will be cleaned during off-peak hours.

In an effort to streamline the escalator step cleaning, CDA has created several additional requirements to be followed:

1. Notify H&R Monitor Room to take equipment out of service.
2. All equipment must be kept within the barricades while step cleaning is in process.
3. All electrical cords must be secured to prevent tripping hazards. No hanging or looping of cords above the floor without prior approval from the CDA.
4. Day Shift work hours are 0700-1530 hours.
5. Night Shift work hours will begin at 2230 hours.
6. Limit Grey step cleaning to a 45 – second machine cycle.
7. Limit Black step cleaning to a 30 – second machine cycle.
8. Clean the yellow demarcation strips the length of time it takes the machine to cycle to the next step. No additional cleaning is necessary.
9. Notify CDA's elevator – escalator contractor's representative immediately of any problems.

Below is an approximate breakdown of all the units to be cleaned with step count and walk length, if applicable. The CDA has the right to remove or add escalators and moving walkways to the scope of cleaning at any time during this contract.

Escalator Equipment Terminal 1	Set Count
Esc #1	70
Esc #4	60
Esc #5	69
Esc #6	69
Esc #7	69
Esc #8	124
Esc #9	124
Esc #10	124
Esc #11	124
Esc #12	73
Esc #13	73
Esc #14	73

Esc #15	70
Esc #16	124
Esc #17	124
Esc #18	124
Esc #19	124
Esc #32	86
Esc #33	86
Esc #34	86
Esc #35	86
Esc #210 ATS	78
Esc #211 ATS	78
Esc #215 ATS	62
Esc #216 ATS	62
Esc # 273	69
Esc # 274	69

Escalator Equipment Terminal 2	Set Count
Esc #37	69
Esc #39	76
Esc #40	76
Esc #41	69
Esc #42	69
Esc #45	76
Esc #46	76
Esc #64	57
Esc #65	57
Esc #220	78
Esc #221	78
Esc #225	62
Esc #226	62
Esc #262	56
Esc #263	56
Esc #265	59
Esc #266	59
Esc #270	69
Esc #271	69

Escalator Equipment Terminal 3	Set Count
Esc #3	96
Esc #66	70
Esc #68	70
Esc #69	83
Esc #70	83
Esc #71	70
Esc #71A	70

Esc #72	70
Esc #73	70
Esc #74	70
Esc #75	96
Esc #76	70
Esc #77	86
Esc #78	86
Esc #79	70
Esc #80	70
Esc #81	70
Esc #82	70
Esc #230 ATS	78
Esc #231 ATS	78
Esc #235 ATS	63
Esc #236 ATS	63
Esc #250 ATS	96
Esc #251 ATS	96
Esc #254 ATS	96
Esc # 255 ATS	96

Moving Walkway Equipment	Walk Length
MW #128	236'
MW #129	236'
MW #130	236'
MW #131	236'
MW #132	208'
MW #133	208'
MW #136	214'
MW #137	214'

Exhibit 11: Boma/Chicago – Local 1 – 2018 Janitors Agreement

**BOMA/CHICAGO – LOCAL 1
2018 JANITORS AGREEMENT
April 9, 2018 through April 4, 2021
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BOMA/CHICAGO - LOCAL 1 - 2018 JANITORIAL AGREEMENT

**AGREEMENT
BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO**

AND

**BUILDING SERVICE DIVISION,
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1
JANITORIAL EMPLOYEES**

April 9, 2018 through April 4, 2021

THIS AGREEMENT, entered into by BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO, (hereafter designated as the "Association") on behalf of such of its member buildings as are listed in Schedule "A" attached hereto, and BUILDING SERVICE DIVISION, SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, (hereafter designated as the "Union") covers wages, hours and working conditions for janitorial employees and working supervisors who are now or may hereafter be represented by said Union (hereafter designated as "employees") and who are now or may be employed by such members of the Association as now are or who may hereafter become parties hereto (hereafter designated as "Employers").

ARTICLE I BARGAINING UNIT

The Employers recognize the Union as the sole and exclusive representative of the janitorial employees and working supervisors employed in the buildings which are now or may hereafter be covered by this agreement. Employers and employees shall not bargain independently of the Union with respect to wages, hours of employment or working conditions as provided in this Agreement; the right to bargain on behalf of all such employees is vested solely in the Union. All bargaining unit work, which the Employer controls, and which is performed within a building which is covered by this Agreement, shall be performed solely by employees within the bargaining unit set forth in this Agreement.

ARTICLE II UNION MEMBERSHIP, EMPLOYER RIGHTS AND CHECK OFF

Section 1. The right to employ and discharge for just cause shall be vested solely in the Employer. Nothing contained in this Agreement shall be construed as stipulating the number of employees to be employed by any building or as restricting the right of the Employer to adjust employee work assignments and/or reduce the working force to reflect changes in cleaning specifications and occupancy within the building and/or to accomplish legitimate operating efficiencies; provided, however, that the Employer shall not reduce the number of employees without prior written 10 day notice to the Union. If the Union believes that the changes or adjustments have resulted in the imposition of unreasonable work loads upon employees, it may file a grievance which shall be processed in accordance with Article XIX of this Agreement.

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Section 2. The Employer agrees not to discriminate against members of the Union nor to engage in unfair labor practices. On and after the thirty-first day following the execution of this Agreement, all employees who are then members of the Union, shall as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All present employees who are not members of the Union and all employees employed after the date of this Agreement by employers covered by this Agreement shall, within 31 days after the date of their employment or the execution of this Agreement, whichever is the later, become members of the Union (unless they are already members) and all such employees shall, as a condition of their employment, remain members of the Union in good standing for the duration of this Agreement. The term member or members in good standing shall be limited to the payment of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership and shall be a financial obligation only.

Section 3. The Employer agrees to deduct on a monthly basis (and prior to the 20th day of such month) from the pay of every employee, who has executed and caused to be delivered to the Employer a written assignment, the regular monthly dues and the initiation fee of the Union, if due and owing, which are necessary to keep such employee as a member in good standing in accordance with the Constitution and Bylaws of the Union, as certified to the Employer by the Union. Where the employee, who is on check off, has insufficient earnings during the first month, the deductions shall be made by the employer from the next wage payment in accordance with billings furnished by the Union.

The parties acknowledge and agree that the term "written assignment" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

The Employer will submit such sums in total to the Secretary-Treasurer of Local 1 no later than ten (10) days after such deduction was made. Where the employee, who is on check-off, has insufficient earnings during the first pay period in the month, the deductions shall be made by the Employer from the next wage payment in accordance with billings furnished by the Union. With each monthly check-off record, the Employer shall give by building the names, wage rate, hours worked per week, address, primary phone, social security numbers and starting dates of all employees of the Employer who performed janitorial services in the building during the preceding month including, where known, their status as temporary, extra, substitute, or regular employees. The Union will provide to a member building, upon written request by a member building, the information described in the preceding sentence.

The Employer agrees that such deductions shall constitute Trust Funds and will be forwarded by the Employer to the Union within ten (10) days after such deduction is made. Any employer who, without a bona fide reason, intentionally fails to remit such deductions within thirty (30) days on two (2) occasions within any twelve (12) month period shall, in the event of any subsequent failure, be required to pay in addition to the delinquent amount, interest at the rate of two percent (2%) per month thereon, and liquidated damages at the rate of five percent (5%) per month thereon, as well as all costs incurred by the Union in recovering such delinquent amounts, including attorney and auditor fees and court costs.

The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of any process set forth in Section 3 of this Agreement.

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Section 4. The Employer shall discharge an employee for non-payment of Union initiation fees or dues within ten (10) days after the Employer's receipt of written notice from the Union that such employee is not in good standing. Said notice shall state that the employee has previously been given fifteen (15) days' written notice: (a) of the delinquency; (b) the amount and method of computation thereof; (c) that the employee is not in good standing; and (d) that discharge will result at the end of said fifteen (15) day period unless all arrears are paid. The Union will indemnify, defend and hold the Employer harmless against all liability, damages, claims and costs incurred by the Employer, including but not limited to court costs, judgments and attorney fees and expenses, by reason of the Employer's compliance with this Section. The Union reserves the right, at its option and at its own expense, to appear and defend all such claims whenever suit is brought against the Employer. Employee protests of discharge for alleged non-payment of Union initiation fees or dues will not be subject to the grievance procedure or arbitration.

Section 5. The Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to the SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

Section 6. The steward shall be provided a fifteen (15) minute period on the clock to meet with any new employee(s) to orientate them to the Union and the collective bargaining agreement within thirty (30) days of the new employee's start date.

ARTICLE III DISCHARGE AND DISCIPLINE

Section 1. Except as otherwise provided by this Agreement, no employee may be discharged, suspended, disciplined or otherwise penalized without just cause. The Employer agrees that all discipline should be progressive, absent compelling circumstances warranting immediate termination or acceleration of disciplinary penalties.

In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include, but not be limited to, unlawful use or unlawful possession of controlled substances, intoxication, gross insubordination, theft, gross negligence, violence in the workplace, sexual or other unlawful harassment, possession of firearms, and disrespectful treatment of a tenant, visitor, or employee.

Section 2. In cases where the Employer believes that an employee's job performance has become unsatisfactory, such as when an employee is believed to be careless or excessively absent or tardy, the Employer will notify the Union, in writing, of such belief and the Union and the Employer shall cooperate in investigating the matters and taking corrective measures, if warranted. If the Employer contemplates severe disciplinary action beyond a reprimand, then the Employer will notify the Union in writing of such belief and the Union will promptly acknowledge, in writing, receipt of such notice. The Union need not acknowledge receipt of simple warnings or reprimands in which the Employer does not state that severe disciplinary action is contemplated. No warnings or reprimands shall be considered for purposes of disciplinary action after twenty-four (24) months from the date of the warning or reprimand.

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ARTICLE IV WAGES

Section 1.

(a) Employees covered by this Agreement who were employed by the Employer as of April 9, 2014 shall receive the following pay rates during the term of this Agreement:

For the period April 9, 2018 through April 7, 2019 - \$18.00 per hour.
For the period April 8, 2019 through April 5, 2020 - \$18.45 per hour.
For the period April 6, 2020 through April 4, 2021 - \$18.95 per hour.

Employees who, as of the above effective dates, were receiving pay rates in excess of those provided by the previous agreement between the parties or this Agreement shall be entitled to receive the full amount of the hourly increases included in the above rates.

(b) All other employees covered by this Agreement shall receive not less than the following rates of pay during the term of this Agreement:

During their 1st year of employment - \$3.40 below the rate in paragraph (a)
During their 2nd year of employment - \$2.90 below the rate in paragraph (a)
During their 3rd year of employment - \$2.40 below the rate in paragraph (a)
During their 4th year of employment - \$1.90 below the rate in paragraph (a)

After completion of their 4th year of employment, such employees shall receive the full rate of pay set forth in paragraph (a) of this Section.

(c) The Employer agrees that it shall not attempt to effectuate wage cost reductions by discharging employees covered by paragraph (a) in order to hire replacements covered by paragraph (b). Accordingly, the total number of employees in any building receiving pay rates pursuant to paragraph (b) shall not be increased as the result of the discharge of employees pursuant to Article III, Section 2.

Section 2.

(a) There shall be a premium of fifty cents (\$0.50) per hour paid when the following work is performed:

High level work - 12 feet and over from floor level
Furniture crating and uncrating
Removal of tile affixed to floor
Moving and storing of construction equipment and material
Exterior metal refinishing - after one hour in one day - from first hour of work
Loading and unloading of trucks and dock labor - after two hours in one day - from first hour of work
Moving furniture - after two hours in one day - from first hour of work
Hand shoveling of snow

(b) Demolition and the initial cleanup in connection therewith shall be at a rate equal to one and one-half (1-1/2) times the regular hourly rate.

(c) Where an employee performs work described by this section for twenty (20) minutes or less per day, there shall be no adjustment in pay. Except as specifically provided herein, employees who perform work described by this Section for more than twenty (20) minutes in a day, shall be guaranteed appropriate pay therefore for a minimum of two (2) hours. No reassignment or change in

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duties being performed can be made for the purpose of downgrading an employee.

Section 3. WORKING SUPERVISORS Working supervisors shall be paid the greater of (1) the hourly rate of the highest paid employee they supervise or their own job rate, if higher, plus the cents per hour they were over scale under the prior agreement; or (2) a minimum of twenty cents (\$0.20) per hour above their own job rate, or twenty cents (\$0.20) per hour above the hourly rate of the highest paid employee they supervise, whichever is higher. Salaried working supervisors are entitled to corresponding differentials.

Section 4. CALL IN PAY An employee not scheduled to work on a Saturday or Sunday who is called in to work shall be given at least four (4) hours of work.

Section 5. PAY PERIOD Employees shall be paid at their job location not less often than every two (2) weeks.

ARTICLE V "MOST FAVORED EMPLOYER" CLAUSE

If, following execution of this Agreement, the Union enters into or remains a party to any collective bargaining agreement, written or oral, with another employer or group of employers employing employees in non-residential buildings in the Chicago central area (defined as the area West of Lake Michigan bounded by and including Roosevelt Road, Ashland Avenue, and North Avenue) which provides for wage rates or economic fringe benefits (such as, but not limited to, health and welfare, pensions, holidays or vacations) which are more favorable to such employer than the corresponding provisions of this Agreement, the parties to this Agreement will promptly amend this Agreement to incorporate such more favorable provisions. The Union agrees to file with the Association a copy of each written and summary of each oral collective bargaining agreement it enters into with any other employer or group of employers employing employees in non-residential buildings in the above described Chicago central area within thirty (30) calendar days following the consummation of said agreements. If the Union believes that special circumstances exist, it may request that the Association's Labor Committee waive the application of this Article in whole or in part as it would otherwise apply to an agreement with another employer or group of employers, and the Labor Committee shall have the authority, at its sole discretion, to grant or deny such requests.

ARTICLE VI WORKWEEK

Section 1. The workweek for employees shall be from 35 to 40 hours to be worked in five consecutive days. An employee whose workweek is between 35 and 40 hours as of the effective date of this Agreement shall continue to maintain such workweek.

Section 2. The workday (or night) shall not exceed one (1) hour in excess of actual working time.

Section 3. The Employer guarantees thirty-five (35) hours of work to regularly employed employees who are ready, willing and able to work such hours; provided, however, that Employers maintaining regular work weeks between 35 and 40 hours as of the effective date of this Agreement may continue to maintain such work weeks. The weekly guarantee provided in this section shall not apply in any workweek in which the Employer is required to close a building covered by this Agreement for part or all of a scheduled workday due to an act of God or other circumstances beyond the Employer's control, including but not limited to fire, snowstorm, flood, or an act of terrorism.

Section 4. All work in excess of forty (40) hours in one workweek or all work in excess of the regular weekly schedule of the employees shall constitute overtime and shall be paid for at the rate of one

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and one-half (1-1/2) times the employee's regular hourly rate.

Section 5. If an employee is required to work beyond his or her regularly scheduled hours in any day, he or she shall not be required to take compensative time off unless otherwise agreed to by the Employer and the Union, and he or she shall be paid for the extra time, except that overtime payment is not required unless the employee's total of work hours in that workweek is more than forty (40) hours, or in excess of the regular weekly schedule of the employee.

Section 6. The Employer shall not unreasonably demand work in excess of regularly scheduled hours of any employee and the refusal of an employee to work more than twenty (20) hours of such excess time in any month shall not constitute grounds for discharge of such employee.

Section 7. With the consent of the Union, the Employer may use a six day week, Monday through Saturday.

Section 8. For the term of this Agreement, the presently scheduled hours of individual employees shall not be reduced without the written consent of the Union, but employees presently working more than forty (40) hours may, at the election of the Employer, be reduced to forty (40) hours per week.

Section 9. All work done on Sunday shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate.

Section 10. Overtime work shall be distributed equitably among employees able and qualified to perform the needed overtime work.

ARTICLE VII HOLIDAYS

Section 1.

The following days shall be observed as holidays for all employees except trainees during their first ninety (90) days of employment

New Year's Day	Tue, 1/1/19	Wed, 1/1/20	Fri, 1/1/21
Memorial Day	Mon, 5/28/18	Mon, 5/27/19	Mon, 5/25/20
Fourth of July	Wed, 7/4/18	Thurs, 7/4/19	(a)
Labor Day	Mon, 9/3/18	Mon, 9/2/19	Mon, 9/7/20
Thanksgiving Day	Thu, 11/22/18	Thu, 11/28/19	Thu, 11/26/20
Day after Thanksgiving Day or such other day as may be mutually acceptable to the Employer and the Union			
½ Day Christmas Eve*	Mon, 12/24/18	Tue, 12/24/19	Thurs, 12/24/20
Christmas Day	Tue, 12/25/18	Wed, 12/25/19	Fri, 12/25/20
½ Day New Year's Eve*	Mon, 12/31/18	Tue, 12/31/19	Thurs, 12/31/20

Either Martin Luther King's Birthday, Presidents' Day, Lincoln's Birthday, Good Friday, or such other day as may be mutually acceptable to the Employer and the Union

* In lieu of ½ holidays on Christmas Eve and New Year's Eve, the Employer may elect to schedule full day holidays for some or all of its bargaining unit employees on Christmas Eve or on New Year's Eve.

(a) The Employer may designate either Friday, July 3, 2020, Saturday, July 4, 2020, or Sunday, July 5, 2020 as the Fourth of July holiday for some or all of its bargaining unit employees.

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Each employee covered by this Agreement who has completed one (1) or more full years of service with the Employer shall, in each year of employment, receive four (4) personal holidays, three (3) on a day mutually acceptable to the Employer and the employee, and the other on the employee's birthday or another day needed by the employee provided the employee has notified the Employer of the employee's need to be absent from work at least two (2) hours in advance of the employee's scheduled starting time.

Section 2. Each regular employee shall be credited with the normal number of hours at straight time in his or her shift on each of such holidays and, in the case of those holidays which fall on what would have been the employee's regular workday, such time shall be credited as time worked in computing overtime.

Section 3. When a holiday falls on an employee's day off, he or she shall be credited with eight (8) hours at straight time (four (4) hours in the case of one-half day holidays). For employees who regularly work less than forty (40) hours per week, the credited hours shall be the number of hours of the employee's regular daily shift, excluding Saturdays or short hour shifts; one-half that number in the case of one-half day holidays.

Section 4. Employees required to work on holidays shall be paid extra for such hours worked at one and one-half times their regular hourly rate, in addition to the holiday pay. The Employer may schedule regular night shifts either at the beginning or end (but not both) of a calendar day designated as a holiday. Employees working on one of these regular shifts will not be considered to be working on a holiday even if some of the hours worked happen to fall on the calendar day of the holiday. Night shift employees working a regular night shift which is at the beginning of the calendar holiday will be deemed to celebrate their holiday at the end of that day, and vice versa.

Section 5. To be eligible to receive holiday pay, the employee must have been employed by the Employer for at least ninety (90) calendar days prior to the holiday and worked all of his or her scheduled hours on the employee's last scheduled work day before and the employee's next scheduled work day following the holiday, provided that tardiness of up to one hour or leaving work early (with the approval of the Employer) on either of such days shall not disqualify the employee from receiving holiday pay. Employees on approved leaves of absence or layoff who are otherwise eligible to receive holiday pay shall, upon their return to work, receive holiday pay for holidays occurring within ninety (90) days following their last previous day worked. Employees substituting for employees on approved leaves of absence shall not be eligible to receive holiday pay for the first ninety (90) days of said leaves of absence. Employees on approved vacation, personal days approved two weeks in advance, or funeral leave, which ends or begins the day before or after a holiday, are entitled to compensation pursuant to this provision.

Section 6. Any employee who habitually takes an extra day off in connection with the holidays provided for in this Article for reasons obviously not justified, shall be subject to a warning or reprimand, and thereafter to progressive discipline by the Employer.

Section 7. The Union will, through its usual forms of communication and its stewards, urge all employees to provide the Employer with not less than two (2) calendar week's advance notice of the date upon which the employee's birthday falls.

Section 8. If a regular pay day falls on a holiday, employees shall be paid on the day before the holiday and paychecks shall be dated accordingly.

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Section 9. The provisions of this Agreement are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance. The parties expressly agree that all rights, requirements and benefits under the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance are hereby waived.

ARTICLE VIII VACATIONS

Section 1. Regular employees who have been in the service of any building continuously for:

One year,	shall be given an annual vacation of	one week with pay;
Two years,	shall be given an annual vacation of	two weeks with pay;
Six years,	shall be given an annual vacation of	two weeks and one day with pay;
Seven years,	shall be given an annual vacation of	two weeks and two days with pay;
Eight years,	shall be given an annual vacation of	two weeks and three days with pay;
Nine years,	shall be given an annual vacation of	two weeks and four days with pay;
Ten years,	shall be given an annual vacation of	three weeks with pay;
Eighteen years,	shall be given an annual vacation of	four weeks with pay,
Twenty-five years,	shall be given an annual vacation of	five weeks with pay.

Section 2. An additional day's vacation (or ½ day in the case of one-half day holidays) shall be allowed an employee whose vacation period includes one of the holidays listed in this Agreement.

Section 3. Service shall be deemed continuous notwithstanding leaves of absence for sickness, maternity or other reasons agreed to by the Employer.

Section 4. A week's vacation shall be computed upon the employee's regularly scheduled weekly hours of work for the fifty-two (52) weeks preceding his or her vacation. If an employee has worked less than fifty-two (52) weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the employee has worked.

Section 5. Vacation accrual shall be given to a regular employee so long as such employee is carried on the payroll of the Employer (even though no compensation is paid). No vacation accrual is to be credited to a temporary, extra, substitute, floater or vacation replacement employee; provided, however that any temporary, extra, substitute, floater or vacation replacement employee who has been employed either by the Employer or by the janitorial contractor performing bargaining unit work for the Employer for more than twelve (12) consecutive months shall be eligible to receive vacation benefits. Vacation accrual for such temporary, extra, substitute, floater or vacation replacement employee begins only at such time as the regular employee is dropped from the payroll or after twelve (12) consecutive months of employment by the Employer or by the janitorial contractor performing bargaining unit work for the Employer, whichever occurs first. An employee who is absent for 180 days or more shall not be eligible for paid vacation until he/she has returned to active employment for at least 90 days, unless the employee is permanently disabled.

Section 6. Vacation rights of employees shall not be affected by a change of ownership or management of the building so long as they remain in the employ of the new owners or managers. Any employee employed by a contractor whose employment is terminated by reason of change of contractors during the employee's first year of employment in a building and who is retained in the same building by the new contractor shall, upon completion of his or her full first year of employment in the building, be entitled to a full vacation with pay from the new contractor, less any vacation pay which may have been received by the employee from the displaced contractor.

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Section 7. For vacation scheduling purposes, an employee shall receive his or her vacation in accordance with seniority and in keeping with the normal vacation scheduling of the building or at such other time as may be mutually acceptable to the Employer and the employee.

Section 8. Vacation checks for only the earned and approved vacation time requested by the employee with fifteen (15) days of advance notice or more shall be paid to the employee no later than the last scheduled day of work before the beginning of the employee's scheduled vacation.

Section 9. Each regular employee shall be credited with the normal number of hours at straight time in his or her shift on each of such vacation days and, in the case of those vacation days which fall on what would have been the employee's regular workday, such time shall be credited as time worked in computing overtime.

Employees required to work on scheduled vacation day(s) shall be paid for hours worked on such day(s) at one and one-half times their regular hourly rate in addition to vacation pay; provided, however, that the foregoing shall not apply if the Employer and employee agree to reschedule the previously scheduled vacation day(s).

ARTICLE IX TERMINATION-VACATION ACCRUAL-FINAL PAYCHECK

Section 1. Any employee who has been in the service of an Employer for more than one year and whose employment is terminated for any reason, shall be compensated on a pro rata basis, taking into account the employee's accrued vacation, if any, and the period worked since the first or anniversary date of employment compared with the vacation to which the employee would be entitled if the employee worked the entire year.

Section 2. Any employee shall receive his or her final paycheck in full at the time of separation, if possible, but in any case within five (5) days or at the next regular payday, whichever comes first.

ARTICLE X FUNERAL LEAVE

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral.

The term "immediate family" shall mean: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent or grandchild. In the event the employee is unable to attend the funeral, the employee shall be allowed one day at straight time. One day's pay at straight time shall be given on account of death of an employee's current brother-in-law, sister-in-law, son-in-law or daughter-in-law. At the request of the Employer, the Employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Employer.

If an employee is on a scheduled paid personal holiday or vacation at the time of a death that qualifies for paid funeral leave, the employee shall be credited the number of paid leave days equal to the actual paid funeral leave taken provided that the employee notifies the Employer within ten working days of the date of death.

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ARTICLE XI WORKING CONDITIONS

Section 1. If uniforms are required, it is agreed that the Employers shall, at their own expense, furnish and maintain them. The employees on their part agree to take good care of such uniforms and to wear them only in the course of their duties during working hours and during lunch time. The Employer shall furnish rubbers to employees whose duties regularly require them to walk in water. If uniforms are furnished by the Employer, the Employer shall also furnish appropriate outdoor garments for snow removal or other outdoor work.

Section 2. The Employers shall provide a clean, sanitary locker room area and lockers, with washing facilities, soap and towels to the extent that such facilities exist. Each building shall provide and maintain an adequate first aid kit in the office of the building or some other central location.

Section 3. The Employer shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned.

Section 4. The Employers shall maintain comfortable working conditions and reasonable temperatures for all employees, including night crews in sealed buildings. The employer shall operate such heating and air conditioning equipment and/or fans, under its control, in order to maintain comfortable working temperatures in a manner consistent with the foregoing provision. Adequate lighting shall be provided in public areas to allow employees access to the areas they are to service.

Section 5. It is agreed that there shall be no limitation on the type of work now being performed by any employee in a member office building.

Section 6. Each employee shall be entitled to twenty (20) minutes of paid, nonworking time per day which shall be taken in two rest periods.

Section 7. The Employer shall not impose an unreasonable workload upon any employee or add on any duties over a reasonable work load. In the event an employee is absent the remaining employees may be temporarily assigned to do part of the work assignments of the absent employees but they shall not be expected to perform their regular full work loads and the extra work. Employees shall not be directed to do part of the work assignments of the absent employees unless and until they have first been instructed, in writing (and if reasonably practicable, in Spanish and/or Polish), as to what portions of their regular work assignment shall not be done in order to do the extra work. Copies of these instructions shall be provided to the steward and the building manager. If the instruction is not given in writing or if copies thereof are not provided to the steward, any discipline imposed upon employees for failure to perform the extra work shall be rescinded. The Employer shall either hire a temporary replacement or assign relief coverage (other than regularly-assigned cleaning employees) to perform the duties of any regularly-assigned general cleaning employee whose recurring job responsibilities cannot be postponed and who is absent for five (5) consecutive working days; provided, that in those buildings with regular night general cleaning staffs of 40 or more employees, the Employer shall hire temporary replacements or assign relief coverage if more than 20% or 12 employees (whichever is less) of the regularly-assigned night general cleaning staff employees are off due to previously scheduled absences.

Section 8. No employee shall be required to perform any work under abnormally dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.

Section 9. It is agreed that janitorial personnel will perform all traditional janitorial work which consists of general cleaning in and around the buildings.

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It is recognized that certain tasks performed by janitorial personnel require added physical exertion, strength or dexterity. These tasks are as follows:

- Heavy cleanup in connection with construction, painting and repair
- Heavy trash removal
- Furniture polishing
- Metal polishing
- High dusting with ladders
- Hosing and sweeping of exterior sidewalks
- Dismantling and cleaning of light fixtures
- Operation of floor-type interior and exterior power machines, industrial-type vacuum cleaners, and wet pickup machines
- Sweeping and dry mopping of public corridors outside of normal general cleaning assignment
- Washroom sanitation - hand scrubbing, hands and knees - (refers to washrooms outside of normal, general cleaning assignment)
- Washing drapes
- Cleaning Venetian blinds (other than dusting)
- Wet mopping - over 16 ounce mop
- Low ladder work
- Sustained washing and polishing of walls or ceilings
- Marble maintenance, exclusive of washing
- Interior metal refinishing
- Operation of incinerators, balers and compactors
- Removal of old carpeting

Janitorial personnel who have heretofore been performing routine Janitorial functions shall not be assigned to the foregoing duties or to the duties described in Article IV, Section 2, except on an emergency basis. Provided, however, that nothing in this Agreement shall be construed to restrict or change existing building practices regarding assignment of janitorial personnel.

Section 10. The Employer shall not require medical approval because of short term illness or disability up to and including five (5) working days, provided however, that when an employee is chronically absent, the Employer may require such medical approval.

ARTICLE XII VETERANS' RIGHTS

The reemployment rights of employees, who are now or may later be in military service and the duties of the Employer in relation to them, shall be governed by the applicable provisions of Federal and State laws.

ARTICLE XIII HEALTH & WELFARE FUNDS

Section 1. For the period April 9, 2018 through June 30, 2018, the Employer shall contribute \$845.87 (eight hundred forty-five dollars and eighty-seven cents) each month on behalf of each employee on its active payroll to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that the Employers' contributions shall be prorated for those months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article XVII, Sections 1 and 2 and Section 6 of this Article, respectively.

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Section 2. For the period July 1, 2018 through June 30, 2019, the Employer shall contribute the amount of \$871.87 (eight hundred seventy-one dollars and eighty-seven cents) each month on behalf of each employee on its active payroll to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that the Employers' contributions shall be prorated for those months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article XVII, Sections 1 and 2 and Section 6 of this Article, respectively. If, as of July 1, 2019, the Trustees of the SEIU Local 1 & Participating Employers Health Trust, after reviewing all other options, determine that benefit changes may be necessary, the parties agree to meet and confer to discuss alternative funding options.

Section 3. For the period July 1, 2019 through June 30, 2020, the Employer shall contribute the amount of \$897.87 (eight hundred ninety-seven dollars and eighty-seven cents) each month on behalf of each employee on its active payroll to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that the Employers' contributions shall be prorated for those months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article XVII, Sections 1 and 2 and Section 6 of this Article, respectively. If, as of July 1, 2020, the Trustees of the SEIU Local 1 & Participating Employers Health Trust, after reviewing all other options, determine that benefit changes may be necessary, the parties agree to meet and confer to discuss alternative funding options.

Section 4. For the period July 1, 2020 through June 30, 2021, the Employer shall contribute the amount of \$923.87 (nine hundred twenty-three dollars and eighty-seven cents) each month on behalf of each employee on its active payroll to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that the Employers' contributions shall be prorated for those months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article XVII, Sections 1 and 2 and Section 6 of this Article, respectively.

Section 5. The Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the SEIU Local 1 & Participating Employers Health Trust and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority.

Section 6. Welfare Fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Article XVII, Section 1, or beyond that period for special reasons agreed to by the Employer and the Union. Welfare Fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or a Union business leave of absence for up to the approved amount of leave, or beyond that period for special reasons agreed to by the Employer and the Union. Beyond that time, the Welfare Fund payment shall be made for and on behalf of the temporary, extra, substitute, floater or vacation replacement employee, but in no event shall an Employer incur such costs on behalf of both the employee on leave and the replacement employee concurrently. Any temporary, extra, substitute, floater or vacation replacement employee who has been employed either by the Employer or by the janitorial contractor performing bargaining unit work for the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

Section 7. The Employer shall make remittances to the Welfare Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

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Section 8. With each report to the Welfare Fund, the Employer shall give the names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 9. Payments to the Welfare Fund shall be made on the prelisted remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article XIX.

ARTICLE XIV PENSION PLAN

Section 1. For the period April 9, 2018 through April 7, 2019, Employers shall contribute to the SEIU Local 1 & Participating Employers Pension Trust at the rate of \$48.00 per week for each employee regularly scheduled to work thirty (30) or more hours per week who actually work at least 50% of the employee's scheduled workweek. In the event such employee does not work at least 50% of the employee's scheduled workweek, the Employer shall make contributions at the rate of one dollar and twenty cents (\$1.20) per hour for all hours actually worked. For employees not meeting the aforesaid conditions, contributions shall be made at the rate of one dollar and twenty cents (\$1.20) per hour worked for employees who actually worked less than 30 hours per week. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for pension contribution purposes. The Union and the Employer shall endeavor to have the Trustees of the Pension Fund arrange to have the employee's last employer notified when an employee makes application for a pension. In the event an employee works during his or her holiday or vacation, one payment to the Pension Fund is all that will be required.

Section 2. For the period April 8, 2019 through April 5, 2020, Employers shall contribute to the SEIU Local 1 & Participating Employers Pension Trust at the rate of \$50.00 per week for each employee regularly scheduled to work thirty (30) or more hours per week who actually work at least 50% of the employee's scheduled workweek. In the event such employee does not work at least 50% of the employee's scheduled workweek, the Employer shall make contributions at the rate of one dollar and twenty-five cents (\$1.25) per hour for all hours actually worked. For employees not meeting the aforesaid conditions, contributions shall be made at the rate of one dollar and twenty-five cents (\$1.25) per hour worked for employees who actually worked less than 30 hours per week. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for pension contribution purposes. The Union and the Employer shall endeavor to have the Trustees of the Pension Fund arrange to have the employee's last employer notified when an employee makes application for a pension. In the event an employee works during his or her holiday or vacation, one payment to the Pension Fund is all that will be required.

Section 3. For the period April 6, 2020 through April 4, 2021, Employers shall contribute to the SEIU Local 1 & Participating Employers Pension Trust at the rate of \$52.00 per week for each employee regularly scheduled to work thirty (30) or more hours per week who actually work at least 50% of the employee's scheduled workweek. In the event such employee does not work at least 50% of the employee's scheduled workweek, the Employer shall make contributions at the rate of one dollar and thirty cents (\$1.30) per hour for all hours actually worked. For employees not meeting the aforesaid conditions, contributions shall be made at the rate of one dollar and thirty cents (\$1.30) per hour worked for employees who actually worked less than 30 hours per week. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for pension contribution purposes. The Union and the Employer shall endeavor to have the Trustees of the Pension Fund arrange to have the employee's last employer notified when an employee makes application for a pension. In the event an employee works during his or her holiday or vacation, one payment to the Pension Fund is all that will be

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required.

Section 4. Each Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing said SEIU Local 1 & Participating Employers Pension Trust, and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority, including the authority of the Trustees to restrict the benefit provisions with respect to a new employer group as provided by the Trust Agreement.

Section 5. The Employer shall make remittances to the Pension Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

Section 6. With each report to the Pension Fund, the Employer shall give names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 7. Payments to the Pension Fund shall be made on the prelisted remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article XIX.

Section 8. Pension fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Article XVII, Section 1, or beyond that period for special reasons agreed to by the Employer and the Union. Pension fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or a Union business leave of absence for up to the approved amount of leave, or beyond that period for special reason agreed to by the Employer and the Union.

Beyond that time, the Pension Fund payment shall be made for and on behalf of the temporary, extra, substitute, floater or vacation replacement employee, but in no event shall contributions be made for both the employee on leave and the temporary, extra, substitute, floater or vacation replacement employee concurrently; provided, however, that any temporary, extra, substitute, floater or vacation replacement employee who has been employed either by the Employer or by the janitorial contractor performing bargaining unit work for the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

ARTICLE XV HEALTH AND WELFARE - PENSION DELINQUENCIES

Section 1. The Employers recognize the necessity of making prompt Health and Welfare and Pension contributions to preserve the benefit standing of employees and ensure adequate funding of benefits. If an Employer remains delinquent in making payments to either the Welfare Fund or the appropriate Pension Trust for a period of 10 days after written notice of delinquency is given to the building and the Association, or refuses to produce payroll records in accordance with the payroll audit provisions of the Trustees' collection policy, the Union may strike the building to enforce such payments or production of records without regard to the no-strike clause in Article XVIII or the grievance and arbitration procedure provided in Article XIX. The delinquent Employer shall also be responsible for reimbursement to employees of wages lost because of any strike action taken by the Union under this Article.

Section 2. If the Trustees do not receive full amount of the Employer's required Welfare Fund or Pension Trust contribution and the accompanying remittance form by the dates set forth in Article XIII,

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Section 7 and Article XIV, Section 5 with respect to which contributions are due, the Employer will be required to pay, in addition to the amount of such contribution, interest and liquidated damages at the rates specified in the Trust Agreements on the unpaid amount, as well as accountants' and attorneys' fees and court costs, if any, incurred in effecting collection. The Employer acknowledges receipt of the Trust Agreements and represents to the Union and the Funds that it has read the interest and liquidated damages provisions and that the liquidated damages provision is a reasonable approximation of damages to the Funds which are difficult to ascertain. Employer further acknowledges that any right of the Trustees to waive interest or liquidated damages pursuant to the collection policy described in Section 3, below, shall not modify the Employer's agreement that the maximum liquidated damages specified in the Trust are reasonable approximation of actual damages under all circumstances where the Employer is delinquent.

Section 3. Employer acknowledges that the Trustees of the Funds have the Fiduciary obligation under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to ensure prompt collection of Employer contributions and the resolution of delinquencies through the use of payroll audits and other enforcement procedures. Accordingly, the Employer hereby irrevocably designates as its representatives the Trustees named Employer Trustees of the Funds and their successors in connection with the adoption, amendment and administration of a collection policy setting forth payroll audit and collection procedures in accordance with the terms and conditions of ERISA prohibited transaction class exemption 76-1. Employer hereby consents to and agrees to be bound by the provisions of such collection policy, as amended, as though fully set forth in this Agreement.

ARTICLE XVI SENIORITY

Section 1. The term "seniority" shall mean the length of service of a regular employee in a building; provided that new employees shall be considered probationary employees for the first 45 calendar days of employment. During their probationary period, employees shall have no seniority and may be laid off or terminated at the sole discretion of the Employer and such action shall not be subject to the grievance procedure of this Agreement. An employee's seniority rights shall not be affected by a change of ownership or management of the building so long as said employee remains in the employ of the new owners or managers. The Employer agrees to notify the Union, in writing, promptly upon the consummation of any change in the ownership or management of the building. Seniority shall not be broken except by discharge for cause, resignation or layoff for more than one year (two years in the case of employees with ten or more years of service). The Employer shall post a seniority list in each building in a place accessible to all employees. Said list shall contain the names of all employees who have seniority as provided for herein and their respective seniority date; and shall be updated quarterly including a date prior to vacation scheduling. A copy of the seniority list shall be made available to the Union upon request.

Nothing contained in this Agreement shall be deemed to restrict the Employer's right to temporarily assign employees among two or more buildings covered by collective bargaining agreements with the Union to which the same employer is signatory; provided, that such temporary assignments shall have no effect upon the employee's seniority, and employees shall, during the period of such temporary assignments, continue to retain and accrue seniority and benefit eligibility as if they had not been temporarily assigned; provided further that such temporary assignment shall not be used for vacation replacement purposes during the months of May through September.

Section 2. When it becomes necessary to reduce the working force, the last person hired shall be laid off first provided the employees to be retained have the ability to be trained to perform the available work; and the employee whose job assignment has been eliminated or combined shall be placed on the job assignment held by the least senior employee whose job assignment the impacted employee is capable of performing with minimal training. If the employee displaced by such reassignment is not the least

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senior employee in the building, he or she shall be placed on the job assignment held by the least senior employee in the building, provided he or she is capable of performing that job assignment with minimal training. Employees who cannot be placed on active job assignments in accordance with the foregoing shall be laid off. If the working force is thereafter increased, employees with seniority shall be recalled in the reverse order in which they were laid off, subject to the employee's qualifications to perform the work for which they are being recalled. The Employer shall give not less than one (1) week's notice of recall in writing to the employee's last known address. A failure to report for work prior to expiration of such notice period shall result in the loss of all seniority rights under this Agreement. No notice of recall need be given in cases where the Employer and the Union agree to waive notice because it is apparent to them the particular employee will not return.

Section 3. Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted for bidding in a conspicuous place and all employees may apply for the job. The posting shall contain a full description of the job duties, starting time and rate of pay. Seniority shall be the governing factor in filling the vacancy provided the employee has the ability to be trained to perform the job. For any vacancy not filled pursuant to the foregoing posting procedure, the Employer shall offer the position to qualified replacement employees who are then working in the Employer's building before hiring new employees to fill the vacancy.

Section 4. Selection and preference as to the time of taking vacations shall be granted to employees on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the building, in which event the Union shall be notified as soon as possible of the departure from seniority.

Section 5. Union stewards shall have super-seniority for purposes of layoff and recall under Section 2 of this Article.

ARTICLE XVII LEAVES OF ABSENCE

Section 1. The Employer shall grant a leave of absence in writing because of illness or disability, substantiated by medical approval, upon the following schedule: under one year seniority, no leave; one year to three year's seniority, six months' leave; three years to five year's seniority, nine months' leave; after five years seniority, one year leave. By agreement between the Employer and the Union, employment of an employee on such leave of absence may be terminated. Upon return from such leaves, the employee shall return to the assignment previously being performed by the employee or in the event such assignment no longer exists, a substantially comparable position, consistent with the returning employee's seniority in relation to that of the employees working in the building at the time of return from leave. Once an employee exhausts the leave pursuant to the schedule set forth above, he or she is not entitled to additional leave until after having worked continuously for additional twelve (12) months.

Section 2. The Employer shall not unreasonably withhold the granting of a personal leave of absence submitted in writing for reasons other than illness or disability of up to fourteen (14) days after two (2) years and up to ninety (90) days after five (5) years of seniority. The Employer shall not be required to grant a personal leave of absence until after twenty-one (21) months have expired since an employee's previous personal leave of absence. Failure to return to work without justifiable cause following a personal leave of absence will be grounds for termination.

Section 3. An employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business shall be granted unpaid union leaves of absence for the period required to fully carry out said business, but in no case shall the leave last longer in duration than one (1) year. The Union shall give written notice of such leaves at least

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four (4) working days in advance, including the expected dates and duration of such leaves. Any leave of one (1) year under this Section shall necessitate that the employee work six (6) consecutive months back on the job before being granted new leave. If the Union requires an extension of the duration of the leave, it shall provide notice of the extension, including duration of the extension, one (1) week prior to the initial ending date of the leave.

Section 4. During all such leaves of absence provided for in this Article, seniority shall continue to accumulate and accrue. By agreement between the Employer and the Union, employment of an employee on such leave of absence may be terminated.

Section 5. The provisions of the Family Medical Leave Act, where more favorable, shall supersede the provisions of this Article.

ARTICLE XVIII STRIKES, LOCKOUTS, PICKETING

Section 1. During the term of this Agreement, there shall be no strikes, lockouts or picketing, nor shall there be any demonstrations or rallies of any kind inside any building, nor shall there be any handout or distribution of handbills or leaflets of any kind in any areas of the buildings, except janitorial break rooms, without the Employer's consent.

Section 2. No action or suit of any kind or description shall lie by the Association or any member thereof against the Union, or any officers, representative or agent thereof, because of a strike, work stoppage or picketing in violation of this Agreement if:

- (a) The Union has not authorized or instigated the strike, work stoppage or picketing,
- (b) The Union promptly denounces such strike, work stoppage or picketing and makes an earnest effort to terminate the same within a period of five days.

Section 3. Refusal of any employee to cross a picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action provided that the Union has given the Employer at least 48 hours advanced written notice that there is a picket line which might be honored by bargaining unit employees.

ARTICLE XIX GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be as follows:

STEP I

The aggrieved employee, accompanied by the steward, if the employee desires, shall consult with the employee's foreman or immediate supervisor. If a group of employees are involved in the grievance, the steward shall represent the employees. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee or employees involved, shall present such grievance within ten (10) working days following the event which gives rise to its occurrence, or after such employee and/or the steward of the employee or employees involved first acquired knowledge concerning such event.

STEP II

If the matter is not settled in the first step and the Union wishes to further pursue it, the grievance shall be

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reduced to writing and presented to the building manager and, where applicable, the contractor within thirty (30) calendar days following the event which gave rise to its occurrence or after the employee or employees involved first acquired knowledge concerning such event. The foreman or immediate supervisor, together with the aggrieved employee, the steward, and a Union Representative shall discuss the grievance with the building manager and the contractor. The building manager or contractor shall give his or her written answer within fifteen (15) calendar days after receipt of the written grievance.

STEP III

If the matter is not settled in the second step and the Union wishes to further pursue it, the Union shall, within fifteen (15) calendar days following its receipt of the building manager's or contractor's written answer, present the Association with a written request that the grievance be referred to a hearing before a Labor-Management Committee comprised of two members of the Association's Labor Relations Committee and two representatives of the Union, which shall meet once each month at an established time and place. The Union may present such notice to the Association within seven (7) days in the case of workload grievances alleging violations of Article XI or Article XXI of this Agreement. In such circumstances, the Labor-Management Committee shall make best efforts to hear such grievances in an expedited manner. All written grievances shall specify the provision within the article(s) and section(s) of the agreement allegedly violated. The Union shall provide details of the facts that supported each violation. The Labor-Management Committee shall meet with the grievant (if requested by the Union), the building manager and, where applicable, the contractor. After hearing the positions of the parties, the Labor-Management Committee shall endeavor to determine whether or not the Employer or, where applicable, the contractor has violated the Agreement as alleged in a timely grievance and, if the Committee determines that it has, what the remedy should be. The Labor-Management Committee, in discipline and discharge cases, shall consider the employee's prior disciplinary record, including providing appropriate weight based on severity and dates of past occurrences, in evaluating whether there is just cause for discipline or discharge at issue. The Labor-Management Committee may, by unanimous agreement, refuse to consider any documents which have not been presented to the Association for distribution to the members of the Committee prior to the scheduled date of the hearing. All decisions by the Labor-Management Committee shall require a unanimous agreement by all members of the Committee and such decisions shall be reduced to writing and shall be final and binding upon the Employer or, where applicable, the contractor, the employee(s) involved and the Union. In the event there is not a unanimous agreement, the matter shall be considered unresolved for purposes of Section 2 of this Article.

Unreasonable Workload Grievances. If they are not resolved in Step II within seven (7) calendar days following their presentation, grievances protesting disciplinary action because of failure to perform assigned work which allege that such failure was caused by the imposition of an unreasonable work load in violation of Article XI, Section 7 may be appealed by the Union to a Special Workload Committee comprised of two members of the Association's Labor Relations Committee and two representatives of the Union. The Special Workload Committee shall meet promptly with the grievant, the building manager and, where applicable, the contractor and endeavor to resolve the matter in a way acceptable to the Association and the Union. If the Special Workload Committee does not resolve the grievance at this meeting, the Union may demand that the matter be arbitrated, in the manner set forth in Section 2 of this Article.

Section 2. If the matter is not resolved in the third step and the Union wishes to further pursue it, the Union shall, within ten (10) calendar days after the grievance was heard by the Labor-Management Committee at the third step, serve a written demand for arbitration upon the Employer or, where applicable, the contractor. The Union's representative will contact the Employer, or, where applicable, the contractor, within such ten (10) day period and propose an arbitrator. The Union's failure to do so

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shall result in the grievance being waived. The parties shall select an arbitrator within forty-five (45) calendar days of the demand for arbitration. The grievance shall thereafter be submitted to an arbitrator who shall be selected by mutual agreement of the Employer or, where applicable, the contractor and the Union from the following panel (which may be added to hereafter upon agreement of the parties);

EDWIN BENN
STEVEN BIERIG
JOHN FLETCHER
LISA SALKOVITZ KOHN
DANIEL NIELSEN
MARTIN MALIN
ROBERT McALLISTER
ROBERT PERKOVICH
JEANNE VONHOF

If the parties are unable to immediately agree upon an arbitrator,, the parties shall alternately, strike one name from said list, and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The compensation of the said arbitrator shall be paid one-half by the Employer or, where applicable, the contractor and one-half by the Union.

Section 3. The Union shall be required to notify BOMA of all cases that it takes to arbitration within ten (10) calendar days of making a demand for arbitration and shall further be required to provide BOMA with copies of all arbitration decisions rendered pursuant to this Agreement within ten (10) calendar days of receiving the decision.

Section 4. The award or decision of the arbitrator shall be final and binding upon the Employer and employee(s) involved, and the Union. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.

Section 5. If any Employer who is a party to this Agreement refuses to abide by an arbitration award made under this Article or refuses to abide by a written decision signed by representatives of the Employer and the Union which resolves any difference or dispute arising under this Agreement, the Union shall be relieved from the obligation of Article XVIII as to such Employer.

Section 6. Grievances which are not presented or appealed within the time limits set forth in Sections 1 and 2 shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the building manager or contractor in the second step of the grievance procedure, the grievance shall be automatically advanced to the third step.

ARTICLE XX JOINT COMMITTEE ON SAFETY AND SECURITY

The Employer and the Union share a concern for the personal safety of janitorial employees during their work time in the buildings and in their travel to and from their work. Accordingly, a Joint Committee on Safety and Security is established consisting of three (3) members from the Union and three (3) members from the Association.

Such Joint Committee will work in cooperation with appropriate, City, County, State and Federal agencies in an effort to improve the security of employees during their travel to and from work and within particular buildings, in an effort to improve the security of employees at work, and to improve the relationship between Employers and the Union in dealing with problems of safety and security.

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The Employer and Union share a concern for the safety of all janitorial employees in the event of emergencies within the buildings in which they work. The Employer shall comply with the City of Chicago's Emergency Procedures Ordinance for High Rise Buildings with respect to emergency, safety and evacuation procedures.

ARTICLE XXI JANITORIAL CONTRACTORS

The Employer, during the life of this Agreement, shall not contract for all or any part of the work being performed by employees in the bargaining unit covered by this Agreement unless all employees currently employed shall be employed by any contractor or subcontractor as a condition of any contract or subcontract granted or permitted by the Employer; provided, however, that the Employer's chosen contractor shall have the right to establish and apply reasonable employment criteria and decline to employ any individual who fails to meet such criteria; and provided further that the Employer's chosen contractor shall have the right to adjust employee work assignments and/or reduce the working force to reflect changes in cleaning specifications and occupancy within the building and/or to accomplish legitimate operating efficiencies, so long as (1) such changes or adjustments have been approved by the Employer; (2) such changes or adjustments do not result in the imposition of unreasonable work loads upon the employees of the contractor working in the building; (3) the Union is given at least ten (10) days prior written notice of any planned reduction in the working force; and (4) upon adjustment, any description regarding the adjustment shall be given in Polish or Spanish if the employee does not speak English, and the Union agrees that, where such conditions have been met, it shall not attempt to bar or limit the exercise of such rights by the Employer's chosen contractor in the building covered by this Agreement.

The Employer and the Union agree that in those situations where the chosen contractor seeks to employ background checks to screen existing employees in the building, it may do so only if the background checks are requested by the building owner or manager and the Union is notified before the background checks are implemented. In addition, if any employee is terminated as a result of such background checks, his or her termination will be subject to the grievance procedure.

The Employer and the Union agree that, while drug testing would be considered a reasonable criterion for initial employment under Article XXI, nothing contained herein would be deemed to permit the contractor to utilize recurring drug testing thereafter.

Except that, the Employer and the Union agree that in specific situations where a tenant of the Employer requests in writing drug testing of bargaining unit employees who will be cleaning the tenant's space, the Employer or its chosen contractor shall have the right to drug test the affected employees, however nothing contained herein would be deemed to permit the contractor to utilize recurring drug testing thereafter. The Union shall have a right to get a copy of the written request prior to testing.

In the event that the Employer subcontracts to a janitorial contractor that does not have a collective bargaining agreement with the Union, the Employer shall require that said contractor provide wages and benefits to its employees of at least an equivalent cost to those borne by Employers pursuant to this Agreement.

In the event that the Employer subcontracts to a contractor which is a party to a collective bargaining agreement with the Union, the terms and conditions of this Agreement shall be the only terms and conditions applicable to said contractor and its employees working in the Employer's building notwithstanding the particular terms and conditions contained in the collective bargaining agreement between the Union and such contractor. Grievances alleging that a contractor is not faithfully observing the terms of this Agreement shall be processed in accordance with the grievance and arbitration

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procedures set forth in Article XIX. If it is determined in a written decision by the Labor-Management Committee in the third step or, if there is no such decision, in subsequent arbitration proceedings between the Union and the contractor that the grievance is well founded and the contractor thereafter refuses to implement the remedy imposed, the contract between the contractor and the Employer shall be terminated within sixty (60) calendar days after written notice by the Union to the Employer, unless, in the interim, it is shown that the contractor has begun providing wages and benefits to its employees of at least an equivalent cost to those borne by Employer pursuant to this Agreement and has compensated its employees for the difference dating from the date the contractor began providing janitorial services to the Employer.

ARTICLE XXII MULTI-PURPOSE BUILDINGS

In buildings used for more than one purpose, this Agreement shall apply only to janitorial employees who are employed in the office building portion of such building.

ARTICLE XXIII UNION ACTIVITIES IN BUILDINGS

Section 1. The Employer shall permit the posting of Union bulletins in janitorial quarters and shall permit Union stewards reasonable freedom to perform their duties during working hours. Duly accredited representatives of the Union shall have reasonable access to timecards or sign in sheets for the current day applicable to employees covered by this Agreement.

Section 2. Duly accredited representatives of the Union may enter the building of the Employer during the working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive to working schedules. When a Union Business Representative enters a building after normal business hours, he or she will register and identify himself or herself to building security, abide by security rules and contact the night supervisor. In the event the supervisor cannot be contacted and twenty (20) minutes have elapsed, the representative of the Union may proceed to confer with an employee or employees.

ARTICLE XXIV ELECTION TO ADOPT OR WITHDRAW FROM CONTRACT

Regular members of the Association, other than those listed in Schedule "A" who, at the effective date or during the term hereof, elect to adopt this Agreement, shall notify the Association to that effect. It is understood that any Employer may be a party to this Agreement with respect to the building or buildings designated by said Employer without obligation on the part of said Employer as to any other building owned, managed or controlled by it. Notice of election to adopt this Agreement shall be made by members of the Association in writing and the Association in turn shall notify the Union. Such notice shall state the name and location of the building to which the election applies and the name of the Employer. In like manner, the Association shall notify the Union when any building ceases to be represented in the regular membership of the Association.

Withdrawal from membership in the Association does not release the building from its obligations under this Agreement. If any building, which is paying its employees wages higher than those provided in this Agreement, desires to adopt same, it shall not reduce such higher wages during the life of this Agreement.

ARTICLE XXV JURY SERVICE

The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service. It shall be the employee's responsibility to present evidence to the Employer of his or her notice of jury duty and

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the length of time he or she served on such jury prior to being compensated.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

Section 1. If any employer shall list job vacancies with an employment agency, said employer shall pay all the cost and charges of such agency.

Section 2. If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any national or state official or agency shall invalidate any portion of this Agreement, the entire Agreement shall not thereby be invalidated and either party hereto, upon request, may reopen for negotiation the invalidated portion. In the event agreement thereon cannot be reached within 30 days, either party may submit the matter to arbitration as herein provided.

Section 3. This Agreement shall be construed as divisible as to each building and the failure of any building to abide by the terms hereof shall not operate to terminate this Agreement as to any other building. No breach of this Agreement by an Employer shall operate to subject the Association or any other Employer to any legal liability.

Section 4. Neither the Employer nor the Union will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment in violation of any applicable law. Employees and management representatives will be treated with respect and dignity by all parties to this Agreement.

Section 5. Although this Agreement states essential provisions covering wages, hours and working conditions applicable to all covered employees and buildings (Employers), it does not state each privilege, rule of the shop or working condition which employees in a particular building have enjoyed under the prior agreement or the particular working conditions actually in effect in each such building. The current Employer shall not use this Agreement as a reason for reducing or eliminating a beneficial working condition, rule of the shop or privilege, but the union shall not oppose any reasonable reduction or elimination of same.

ARTICLE XXVII DURATION - REOPENING

This Agreement becomes effective April 9, 2018 and shall remain in full force and effect through April 4, 2021. For its duration, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not mentioned herein, except that this Agreement may be reopened for the limited purpose of making such changes as are required by the Employee Retirement Income Security Act as subsequently construed by courts or appropriate governmental agencies.

Executed at Chicago, Illinois this 5th day of June, 2018.

**BUILDING OWNERS AND MANAGERS
ASSOCIATION OF CHICAGO**

**BUILDING SERVICE DIVISION,
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1**


Michael F. Cornicelli
Executive Vice President


Thomas Balanoff
President

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SCHEDULE "A"

Section 1. The foregoing agreement in its entirety shall apply to the following member buildings:

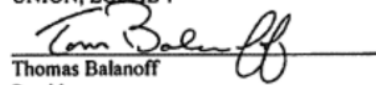
The parties hereto acknowledge that this Schedule A forms a part of the Agreement between the Association and the Union executed at Chicago, Illinois this 5th day of June, 2018.

BUILDING OWNERS AND MANAGERS
ASSOCIATION OF CHICAGO



Michael F. Cornicelli
Executive Vice President

BUILDING SERVICE DIVISION,
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1



Thomas Balanoff
President

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Building Address

1 E Wacker Dr
1 N Dearborn St
1 N Franklin St
1 N La Salle St
1 N Wacker Dr
1 S Wacker Dr
1 S. Dearborn
10 S Riverside Plz
10 S Wacker Dr
10 S. Dearborn St.
10 S. LaSalle St.
100 N Riverside Plz
100 S. Wacker Dr.
101 N. Wacker Dr.
104 S. Michigan Ave.
11 E. Adams St.
1104 S. Wabash Ave.
111 E Wacker Dr
111 N. Canal St.
111 N. Wabash Ave.
111 S. Wacker Dr.
111 W Jackson Blvd
111 W. Washington St.
115 S. LaSalle St.

Building Address

117 N Clinton St
120 N. LaSalle St.
120 S Riverside Plz
120 S. LaSalle St.
122 S Michigan Ave
125 S Clark St
125 S. Wacker Dr.
130 E. Randolph Dr.
131 S Dearborn St
134 N. LaSalle St.
135 S La Salle St
141 W Jackson Blvd
142 E. Ontario St.
150 N. Michigan Ave.
150 N. Riverside Plaza
150 N. Wacker Dr.
150 S. Wacker Dr.
151 N Franklin St
155 N. Wacker Dr.
161 N Clark St
17 N. State St.
175 W. Jackson Blvd.
177 N State St
18 S Michigan Ave

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Building Address

180 N Wabash Ave.
180 N. LaSalle St.
180 N. Michigan Ave.
181 W Madison St
190 S La Salle St
191 N Wacker Dr
2 N. LaSalle St.
20 N Clark St
20 N. Wacker Dr.
20 S. Clark St.
20 W Kinzie St
200 E Randolph St
200 N. LaSalle St.
200 S Wacker Dr
200 S. Michigan Ave.
200 W Adams St
200 W. Jackson Blvd.
200 W. Monroe St.
203 N La Salle St
205 N. Michigan Ave.
208 S La Salle St
209 S. LaSalle St.
211 E. Chicago Ave.
22 W. Washington

Building Address

222 N La Salle St
222 S Riverside Plz
222 W Adams St
223 W. Jackson Blvd.
224 S Michigan Ave
225 N. Michigan Ave.
225 W Wacker Dr
225 W Washington St
227 W Monroe St
230 W Monroe St
231 S. LaSalle St.
233 N Michigan Ave
233 S Wacker Dr.
25 E Jackson Blvd
25 E. Washington St.
250 S. Wacker Dr.
29 E. Madison St.
30 N. LaSalle St.
30 N. Michigan Ave.
30 S Wacker Dr
30 W. Monroe St.
300 E Randolph St
300 N. LaSalle St.
300 S Riverside Plz

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Building Address

300 S Wacker Dr
303 E. Wacker Dr.
303 W. Madison St.
321 N. Clark St.
325 N. Wells St.
33 N La Salle St
33 N. Dearborn St.
33 W Monroe St
330 N. Wabash Ave.
332 S Michigan Ave
333 N. Michigan Ave.
333 S Wabash Ave
333 W. Wacker Dr.
3440 S Dearborn St
35 E Wacker Dr
35 W Wacker Dr
350 E. Cermak
350 N Orleans St
353 N. Clark St.
400 S Jefferson St
400 S. State St.
400 W Madison St
400-410 N. Michigan Ave.
401 N Michigan Ave

Building Address

401 S. State St.
425 S Wabash Ave
430 N. Michigan Ave.
444 N. Michigan Ave.
444 W Lake St
455 N Cityfront Plaza Dr
50 W. Washington St.
500 N. Michigan Ave.
500 W Madison St.
500 W. Monroe St.
515 N. State St.
525 W Van Buren St
525 W. Monroe St.
53 W. Jackson Blvd.
540 W Madison St
547 W Jackson Blvd
55 E. Jackson Blvd.
55 E. Monroe St.
55 W. Wacker Dr.
550 W. Adams
550 W. Jackson Blvd.
550 W. Van Buren St.
550 W. Washington
555 W. Monroe

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Building Address

567 W Lake St

600 S. Michigan Ave.

600 W. Fulton St.

623 S. Wabash Ave.

625 N. Michigan Ave.

633 N Saint Clair St

645 N. Michigan Ave.

65 E. Wacker Pl.

680 N. Lake Shore Dr.

69 W. Washington St.

70 W Madison St

71 S Wacker Dr

737 N. Michigan Ave.

77 W Wacker Dr

77 W. Washington St.

8 S. Michigan Ave.

8501 W. Higgins Road

8725, 8735, 8745 W. Higgins Rd.

875 N Michigan Ave

8755 W. Higgins Rd.

8765 W Higgins Rd

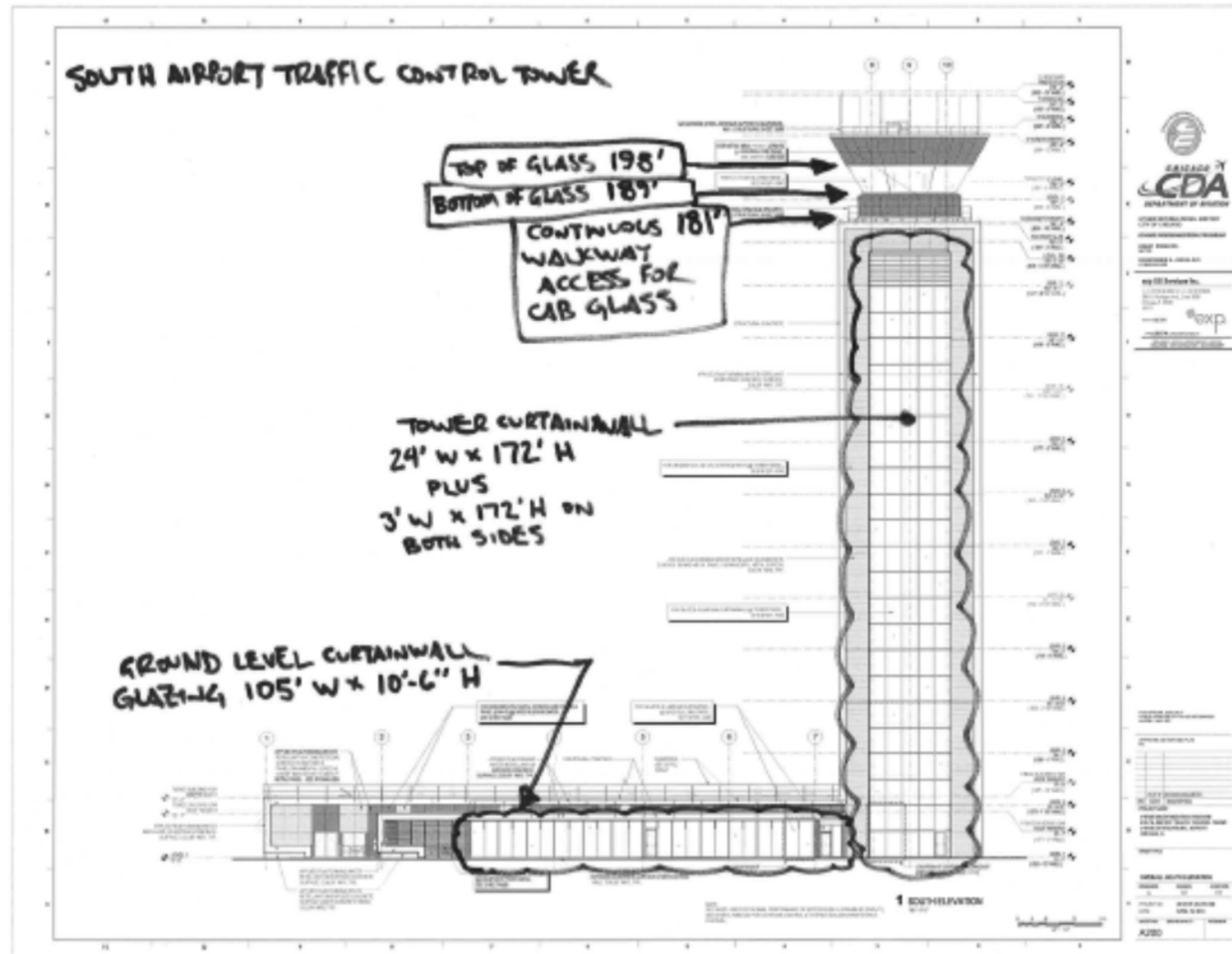
900 N. Michigan Ave.

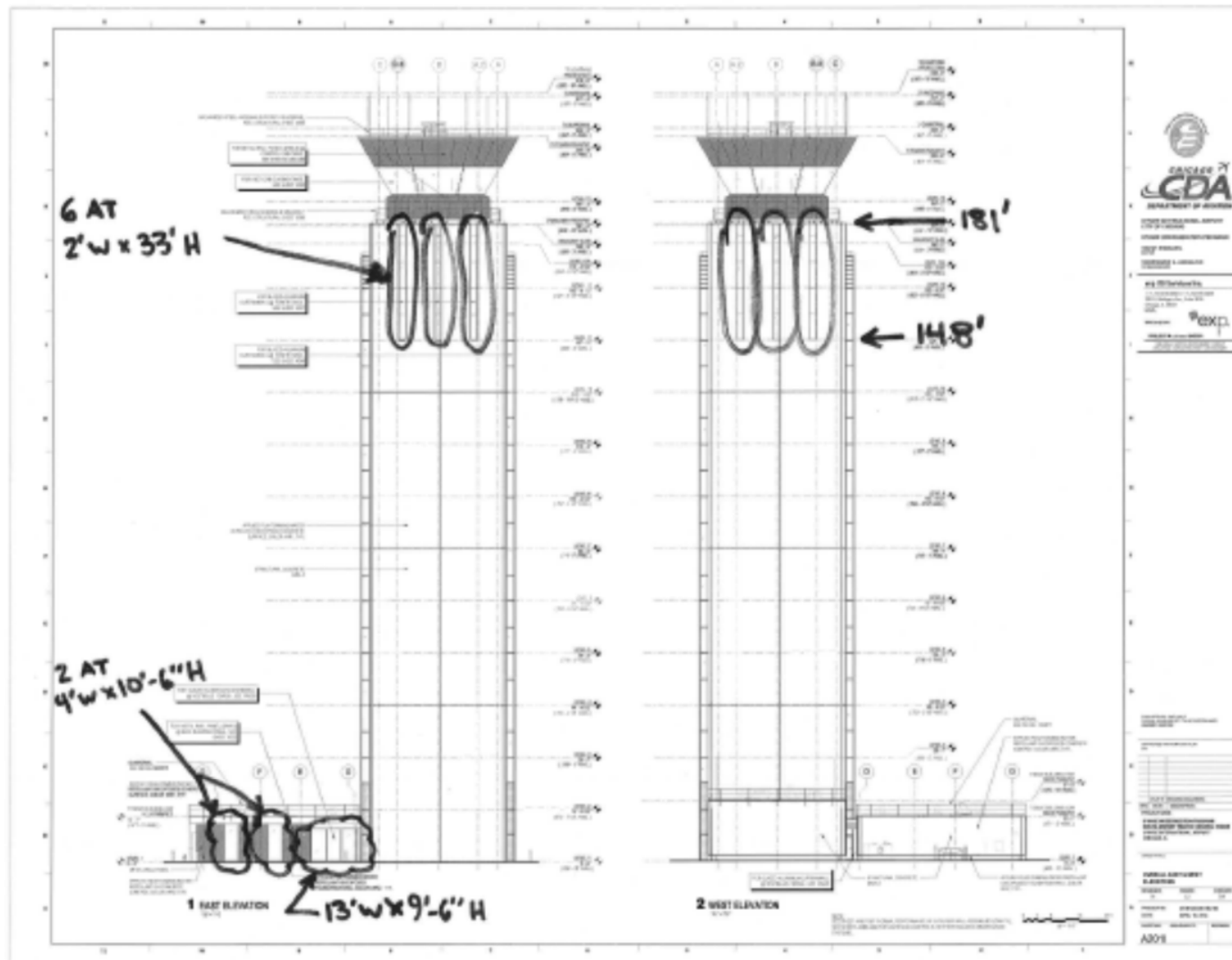
939 W. North Ave.

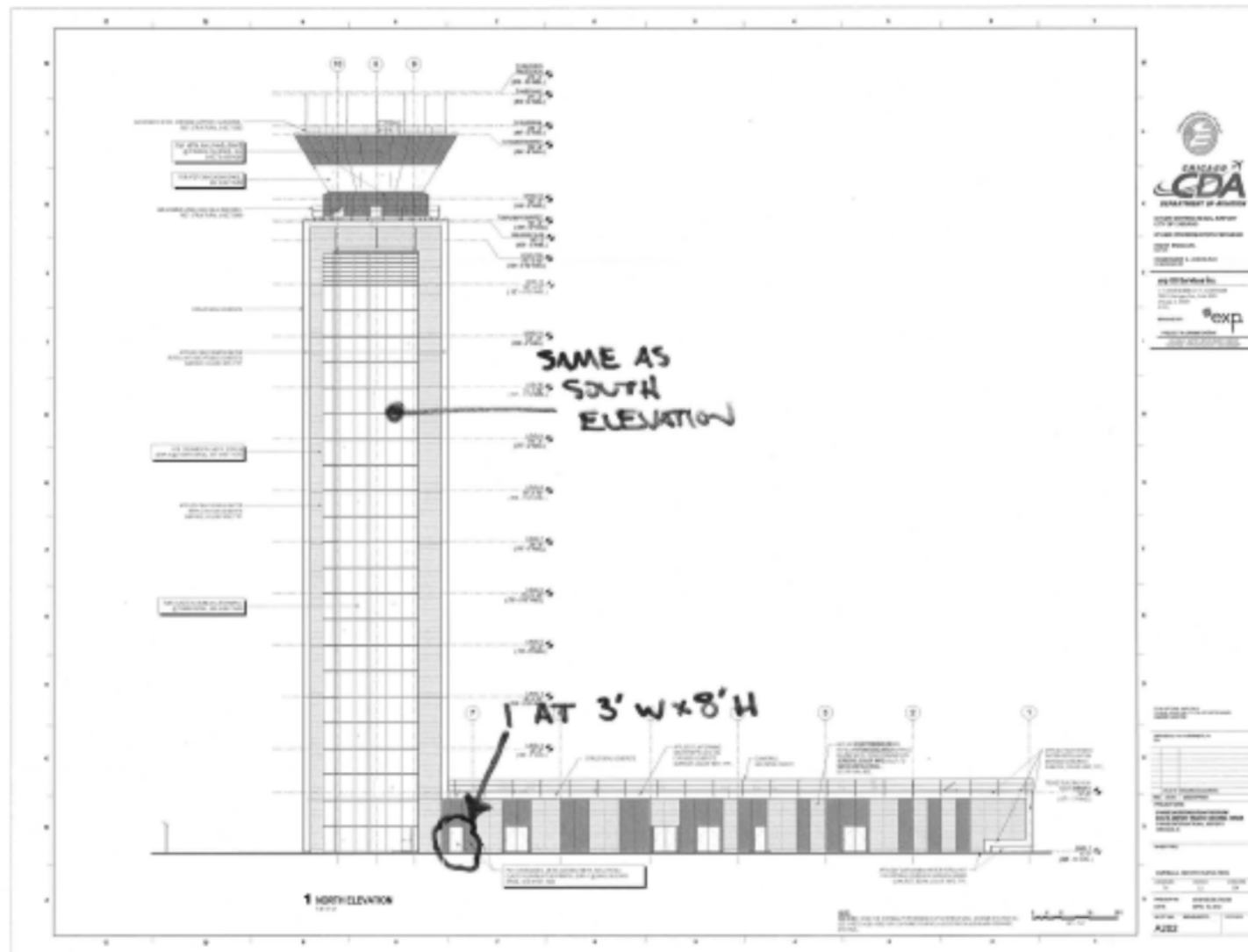
980 N. Michigan Ave.

Building Address

Exhibit 12: South Airport Traffic Control Tower







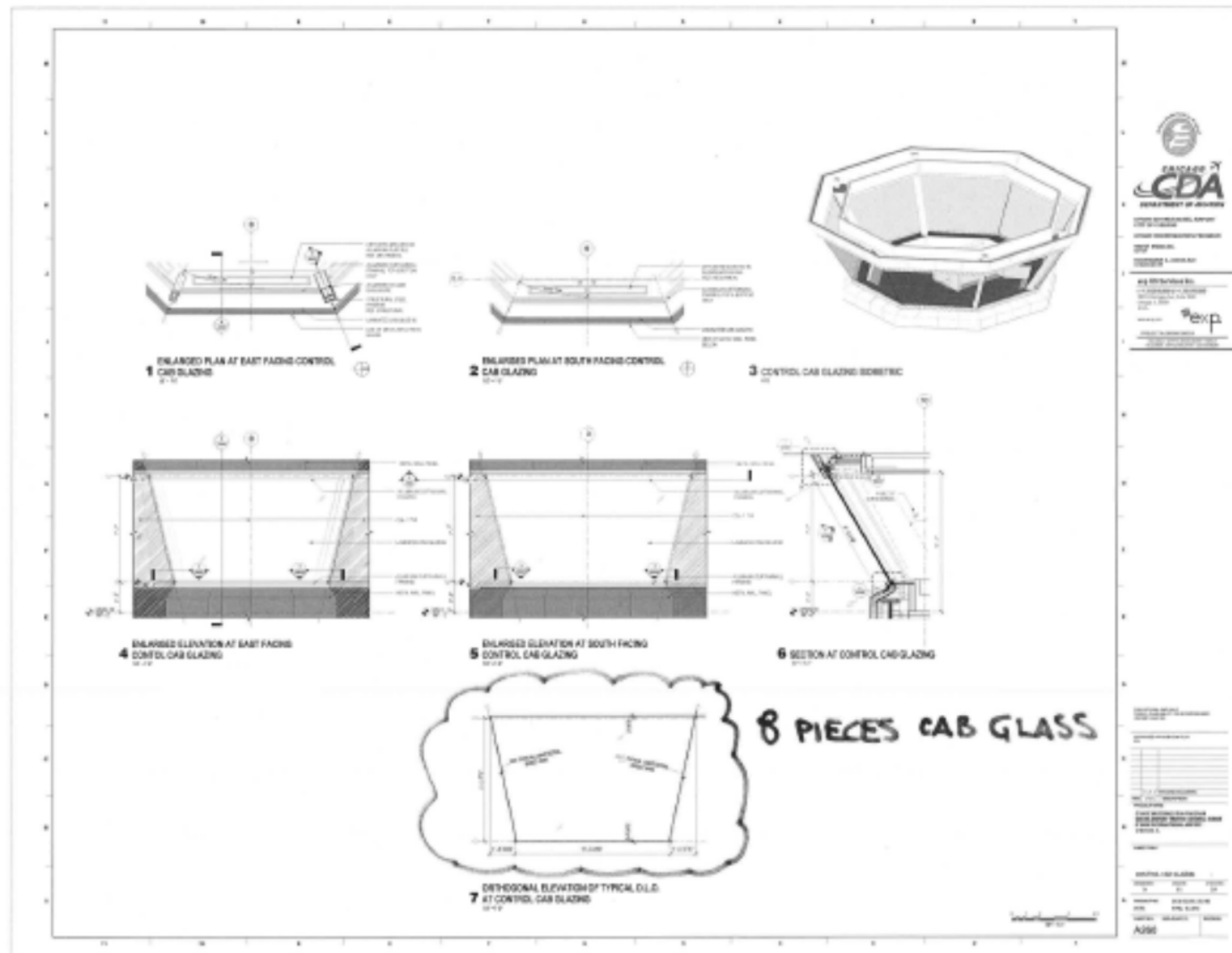


Exhibit 13: North Airport Traffic Control Tower

