

**NON-TARGET MARKET
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
REAL ESTATE PROPERTY MANAGEMENT SERVICES**

Specification No. 132849

Required for use by:

**CITY OF CHICAGO
Department of Fleet & Facility Management**



This RFQ distributed by:

**CITY OF CHICAGO
Department of Procurement Services**

All Qualifications and other communications must be addressed and returned by
March 11, 2016 at 4:00 p.m. Central Time to:

Jamie L. Rhee, Chief Procurement Officer
Attention: Altha Riley, Senior Procurement Specialist
E-mail: altha.riley@cityofchicago.org
Telephone: 312-744-9687

Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North LaSalle Street, Chicago, Illinois 60602

A Pre-Submittal Conference will be held on:
January 27, 2016 at 3:00 p.m. Central Time, at City Hall,
11th Floor, Room# 1103, 121 North LaSalle Street, Chicago, Illinois 60602.

Attendance is Non-Mandatory, but encouraged

**RAHM EMANUEL
MAYOR**

**JAMIE L.RHEE
CHIEF PROCUREMENT OFFICER**

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EXHIBITS

- Exhibit 1: Scope of Services
- Exhibit 2: Company Profile Information
- Exhibit 3: Company References/Client Profile Information
- Exhibit 4: Sustainable Operations
- Exhibit 5: Non-Target Market Professional Services Master Consulting Agreement Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B-2: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-3: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant
 - 5. Schedule D-3: Affidavit of M/WBE Compliance Plan
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit, and Attachment A: Online EDS Acknowledgement
- Exhibit 7: Contract Insurance Requirements and Insurance Certificate
- Exhibit 8: City of Chicago's Sample Master Consulting Agreement (MCA) for Real Estate Property Management Services
- Exhibit 9: Current List of Managed City Properties

**NON-TARGET MARKET
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
REAL ESTATE PROPERTY MANAGEMENT SERVICES**

Specification No. 132849

I. GENERAL INVITATION

1.1 Purpose of the Request for Qualifications

The City of Chicago (“City”), acting through its Department of Fleet and Facility Management (2FM) (“Department”), invites the submission of Qualifications to provide consulting for Real Estate Property Management Services for City owned properties including vacant parcels of land or buildings at various locations throughout the City, which may include, but are not limited to: multi-family residential; multi-tenant commercial and retail; single family residential; and industrial and warehouse properties. **All City of Chicago and /or Cook County certified minority owned and women owned businesses are encouraged to respond to the Target Market version of this RFQ under Specification No.132852.** The intent of the RFQ is to identify companies that are qualified to perform services described in the Scope of Services, attached as Exhibit 1.

Companies with expertise and demonstrated experience in these areas, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFQ. All qualified firms are encouraged and invited to apply including without limitation, all those who have been previously awarded Master Consulting Agreements (“MCA”) for Real Estate Property Management Services. Further, any City of Chicago certified MBE/WBE firms who currently are not included in a City of Chicago pre-qualified MCA vendor pool for Real Estate Property Management Services are welcome to submit their Qualifications.

The selected Respondent (hereinafter “**Contractor**”) awarded a MCA shall perform all tasks and functions associated with the Services as required in this RFQ through a Task Order process described in this RFQ. The City reserves the right to award multiple contracts to pre-qualified Respondents who pre-qualify for the vendor pool based on their qualifications and specialized experience as a result of this RFQ.

The work contemplated is professional in nature. It is understood that the Contractor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFQ are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City. Any contract resulting from this document will require the Contractor to execute a statement of confidentiality.

The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents or subconsultants of any tier shall be competent to perform the services required under this RFQ document.

1.2 Internet Access to this RFQ

All materials related to the RFQ will be available on the internet at:
www.cityofchicago.org/bids.

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 103, City Hall, 121 N. LaSalle Street in Chicago, IL 60602.

A Respondent who chooses to download an RFQ solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda, if any. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Qualifications. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFQ materials. If Respondent chooses to download and print RFQ document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing BidandBond@cityofchicago.org to register Respondent's company as an RFQ document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFQ.

II. DEFINITIONS

"Agreement" or "Master Consulting Agreement" (MCA) means the contract, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms and conditions as attached in Exhibit 8 of this RFQ and entered into between the Contractor and City of Chicago.

"Contractor" means the vendor(s) selected for a pre-qualified vendor pool pursuant to the City's RFQ process and who are awarded an MCA for specific Scope Services and thereby eligible to respond to Task Order Requests.

"Chief Procurement Officer" (CPO) means the Chief Procurement Officer for the City of Chicago.

"Commissioner" means the chief executive officer of the participating City of Chicago Department(s).

"Department" means the City of Chicago Department of Fleet & Facility Management (2FM), Department of Procurement Services or other participating City departments.

"Respondent" means the companies or individuals who submit their Qualifications in response to this RFQ.

"Services" means performance of all tasks, activities and deliverables associated with individual Task Orders as performed by qualified and licensed personnel of the Contractor for each applicable service in Exhibit 1, Scope of Services and Exhibit 4, Sustainable Operations.

"Task Order Request" or (TOR) means the solicitation document issued by a user department

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

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

"Qualifications" means the documents submitted in response to this RFQ.

III. SCOPES OF SERVICES

This RFQ is non-project specific. Accordingly, selected vendors will be awarded Task Order driven "Depends Upon Requirements" (DUR) Master Consulting Agreements, whereby an estimated maximum compensation limit will be established for the duration of the contract term and adjusted by amendment, if necessary. The City will negotiate compensation schedules with selected vendors prior to contract award and incorporate the rates for both the Contractor as prime contractor and each identified subcontractor, if any, into the Agreement.

3.1 Task Order Requests

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

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

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

All Task Orders (unless provided otherwise in the MCA with respect to TORs under \$10,000) are subject to the approval of the Chief Procurement Officer and no Task Order will become

binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Contractor for any Services provided by Contractor pursuant to a Task Order, or otherwise.

The Contractor acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Contractor; that the level of services requested may vary by project; and that the City has entered into similar agreements with other Contractors and, in the CPO's sole discretion, the City may issue a Task Order Request to only one contractor or may issue the same Task Order Request to more than one Contractor in order to obtain competitive proposals.

Task Order Proposals

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

Task Order proposals satisfactory to the Commissioner must be signed on behalf of the City by the CPO (unless provided otherwise in the MCA with respect to TORs under \$10,000) before binding the City and Contractor. The City's acceptance will be demonstrated by a Notice-to-Proceed issued by the Department. The Contractor will not commence services, and the City will not be liable for any costs incurred by or payments to the Contractor, without a Notice-to-Proceed so executed.

The Contractor acknowledges and agrees that the City either may select from among those proposals submitted in response to a Task Order Request that Task Order proposal which is in the best interests of the City or may reject any and all Task Order proposals submitted in response to a Task Order Request. The Contractor further acknowledges and agrees that the MCA and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Contractor will perform no services relating to a Task Order proposal until such approval is obtained.

3.2 Description of Services

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

3.3 Contract Term

Any Master Consulting Agreement awarded pursuant to this RFQ solicitation shall be for a base contract period not to exceed five (5) years with three (3) one-year extension options.

3.4 MBE/WBE Participation

For purposes of your response to this RFQ, Respondent must only submit a MBE/WBE Commitment letter on their company letterhead addressed to the CPO stating

your company commitment to achieving a minimum of 25% MBE and 5% WBE participation goal of the total dollar value of all Task Orders awarded in Exhibit 1, Scope of Services.

IV GENERAL INFORMATION AND GUIDELINES

4.1 Communications Between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Altha Riley, at Altha.Riley@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on February 4, 2016. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Submittal Conference.

All questions and requests for clarification must be submitted via e-mail using the provided template- "Clarifying Questions Template." The subject line of the e-mail must clearly indicate that the contents are "Questions and Request for Clarification" about the RFQ and are "Not a Qualifications submission" and must refer to "Non-Target Market Request for Qualifications ("RFQ") for Real Estate Property Management Services, Specification No. 132849 " No telephone calls will be accepted unless the questions are general in nature.

B. Pre-Submittal Conference

The City will hold a Pre-Proposal Conference at City Hall, 11th Floor Room #1103, 121 North LaSalle Street Chicago, Illinois 60602 at 3:00 p.m. Central Time on January 27, 2016. The City requests that all parties planning on attending the Pre-Submittal Conference notify Altha Riley prior to the Pre-Submittal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

The City will answer questions and clarify the terms of the RFQ at the Pre-Submittal Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to the deadline for receipt of questions per Section 4.1.A.

4.2 Deadline and Procedures for Submitting Qualifications

1. The City is initiating an open qualifications process for this RFQ, whereby Respondents are invited to submit their Qualifications for the services described in Exhibits 1 and 4. Again, Respondents should note that the City encourages comprehensive responses to this RFQ identifying Respondents ability to directly or indirectly provide the required services. Resource sharing from a single source Respondent will be a factor in evaluation and selection related to this RFQ.
2. To be assured of consideration, Qualifications responses must be received by the City of Chicago in the City's Bid & Bond Room (Room 103 , City Hall) no later

than 4:00 P.M. Central Time on March 11, 2016 . The Bid & Bond Room can be reached at telephone number 312-744-9773.

3. The City may, but is not required to accept Qualifications that are not received by the date and time set forth in Section 4.2.2 above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Qualifications responses.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Qualifications must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the receipt of all Qualifications responses to this RFQ will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Qualifications are received as required.

4. Qualifications must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
City of Chicago
Department of Procurement Services
Bid & Bond Room
Room103 , City Hall
121 North LaSalle Street
Chicago, Illinois 60602

5. Respondent must submit (1) hardcopy original, (5) hardcopy copies and (5) electronic copies in a searchable pdf format on a USB drive or CD-ROM and 1 redacted copy of the submission in searchable pdf. The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized officer of the business entity on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.
6. The outside of each sealed envelope or box must be labeled as follows:

Qualifications Enclosed
Non-Target Market Request for Qualifications (RFQ) for Real Estate
Property Management Services
Specification No. 132849
Due: 4:00 p.m. Central Time, March 11, 2016
Submitted by: (Name of Respondent)
Package ____ of ____

7. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Qualifications submittal shall neither be deemed nor constitute acceptance by the City of Respondent's Qualifications. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFQ to which Respondent has responded, determine if a Qualifications response was submitted by the date and time specified herein.

4.3 RFQ Information Resources

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

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

4.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFQ	1/15/16
Pre-Submittal Conference	1/27/16
Post-Conference Questions Due	2/4/16
Qualifications Due	3/11/16

4.5 Transparency Website; Trade Secrets

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

To designate portions of Qualifications as confidential, Respondent must:

- A. Mark the cover page as follows: "This RFQ submittal 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 Qualifications submittal."
- C. Provide a CD-ROM with a redacted copy of the entire Qualifications or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

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

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

All submissions are subject to the Freedom of Information Act.

V PREPARING QUALIFICATIONS: REQUIRED INFORMATION

Each Qualifications response must contain all of the following documents and must conform to the following requirements.

5.1 Format of Qualifications

Qualifications response must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposals, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit (1) hardcopy original, (5) hardcopy copies and (5) electronic copies in a searchable pdf format on a USB drive or CD-ROM.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequences as set forth below in Section 5.2.

Each page of the Qualifications must be numbered in a manner so as to be uniquely identified. Qualifications response must be clear, concise and well organized. Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFQ.

5.2 Required Contents of Qualifications

Respondents are advised to adhere to the submittal requirements of the RFQ. Failure to comply with the instructions of this RFQ may be cause for rejection of the non-compliant Qualifications response. Respondent must provide information in the appropriate areas throughout the RFQ. By submitting a response to this RFQ, you are acknowledging that if your Qualifications are accepted by the City, your Qualifications response and related submittals may become part of the contract.

At a minimum, the Qualifications response must include the following items:

5.2.1 Cover Letter

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Scope as described in this RFQ in accordance with the terms and conditions of any contract awarded pursuant to the RFQ process. The cover letter must:

- (i) Confirm Respondent's ability and capacity to provide all services as described in Exhibit 1, Scope of Services and Exhibit 4, Sustainable Operations that apply to this Qualifications submission.
- (ii) Indicate the number of years the company has been in business, and provide an overview of the experience and background of the company and its key personnel committed in the Scope of Services.
- (iii) Identify the legal name of the company, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- (iv) Indicate the name, telephone number(s) and e-mail address of the principal contact for this submittal, oral presentation or negotiations.
- (vi) Acknowledge receipt of Addendum issued by the City, if any.

5.2.2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Qualifications would achieve those objectives. The summary must discuss Respondent's overall strategy and methodology for successfully implementing and managing projects specific to the Scope of Services for the City of Chicago; capacity to perform, and approach to project management, satisfying the scope of services in the RFQ and any additional factors for the City's consideration.

5.2.3 Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to the specific Scope Services.

If Respondent proposes that major portions of the work will be performed by different team members (e.g. joint venture partners, subconsultants, etc.), Respondent must provide the required information as described below for **each** such team member.

A. Company Profile Information (See Form in Exhibit 2)

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Schedule B-2 as shown in Exhibit 5, if joint venture includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity

B Company References/Client Profile Information (See Form in Exhibit 3)

Respondent must provide at least 3 references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFQ. Only 1 reference from the City of Chicago will be accepted. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- Client name, address, contact person name, telephone and email address.
- Description of Services provided similar to the Services outlined in Exhibit 1 and 4 of this RFQ.
- The date when the Service was implemented.
- The location of the project.
- Nature and extent of Respondent’s involvement as the prime Contractor (also indicate area of secondary responsibility, if applicable) Identify Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Contract.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance.

C. Acceptance of Master Consulting Agreement (“MCA”) Terms

The City will require the selected Respondent to accept the terms and conditions as detailed in the MCA, attached to this RFQ as Exhibit 8. Respondents may not take exception to these Terms and Conditions. The City does not anticipate negotiation of any of the Terms and Conditions, but reserves the right to modify them at its discretion and make such edits available to all companies being awarded MCAs. All selected Respondents will receive a final Master Consulting Agreement, to be executed based on the MCA attached as Exhibit 8. Respondent must submit a letter addressed to the CPO with a statement accepting the City's terms and conditions to be adhered to during the agreement term, if awarded an MCA. This is necessary to ensure that all selected Respondents submitting proposals in response to Task Order Requests, issued by the Departments, will be governed by like Terms and Conditions for consistency.

Respondent's failure to indicate acceptance of the MCA may result in rejection of its Qualifications.

D. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFQ in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subconsultants, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Qualifications submission.

If Respondent is not currently “doing business” in Illinois at the time of the submission, it is not required to show corporate good standing in Illinois with the response; Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: www.cityofchicago.org/businessaffairs.

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: (<http://www.cyberdriveillinois.com/>).

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <http://www.idfpr.com/DPR/>.

5.2.4 Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Scope Services.

Respondent must provide a summary of individuals who will be dedicated to the Services described in Exhibit 1, Scope of Services and Exhibit 4, Sustainable Operations. For each key person identified, Respondent must provide the following information:

- (i) Summary of the key personnel who will be dedicated to the Services as proposed.
- (ii) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- (iii) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFQ. Respondent must provide the following information:
 - a) Title and reporting responsibility.
 - b) Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - c) Pertinent areas of expertise and past experience
 - d) Base location (local facility, as applicable)
 - e) Resumes or corporate personnel profiles which describe their overall experience and expertise.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (executives, project managers and key staff, etc.). Add any other types of staff/personnel whom the Respondent may propose for any Task Order. The City recognizes that key personnel and corresponding staffing plans will vary depending upon the project scope, but the City seeks to determine the qualifications of proposed key personnel.

5.2.5 Approach, Strategy and Methodology for Implementing Engagements

A. Approach to Implementing Services

Describe your policies and procedures, strategies and methodology for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems related to the specified Scope of Services.

B. Organization Chart

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subconsultants if known); their relationship in terms of proposed Services; and key personnel involved and the specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described. The City recognizes that subconsultants, if any, will vary depending upon the scope of the project and will be identified at the Task Order level, but the City seeks to determine team structure if known for any given project based on existing business arrangements.

C. Dedicated Resources

Describe facilities, equipment, personnel, transportation vehicles, software/hardware technologies and other resources available for implementing any proposed Services for the City's consideration.

5.2.6 Minority and Women Business Enterprises Commitment

For purposes of your response to this RFQ, Respondent must only submit a MBE/WBE Commitment letter on their company letterhead addressed to the CPO stating your company commitment to achieving a minimum of 25% MBE and 5% WBE participation goal of the total dollar value of all Task Orders awarded. Refer to Exhibit 5, Special Conditions Regarding Minority and Women Business Enterprise (MBE/WBE) Commitment and Schedules.

5.2.7 Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposed submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

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

5.2.8 Economic Disclosure Statement and Affidavit ("EDS") and Attachment A: Online EDS Acknowledgement

Respondent shall complete an Economic Disclosure Statement and Affidavit, Attachment A: Online EDS Acknowledgement. **See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 6.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. **Upon completion of Online EDS Respondent shall submit a copy of 2 documents with their Qualifications: 1) Certificate of Filing printed from system, 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form**

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

5.2.9 Legal Actions

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

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

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

5.2.10 Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the selected Respondent will be

required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

VI EVALUATING QUALIFICATIONS

6.1 Evaluation Process

An Evaluation Committee, which will include the representatives from the Department of Fleet and Facility Management (2FM) and the Department of Procurement Services and may include representatives of other departments of the City (“Evaluation Committee” or “EC”) will review and evaluate the Qualifications, as described below.

In evaluating Qualifications, the EC will first consider the completeness and responsiveness of the Respondent’s Qualifications submission. The Qualifications evaluation process is organized into three phases:

- Phase I - Preliminary Qualifications Assessment
- Phase II - Qualifications Evaluation
- Phase III - Site Visits, Product/System Demonstration (Optional)
and/or Oral Presentations

Phase I - Preliminary Qualifications Assessment

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section V, 5.2., Required Content of the Qualifications. Qualifications responses which are incomplete and missing key components necessary to fully evaluate the Qualifications may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Qualifications providing responses to all sections will be eligible for detailed analysis in Phase II, Qualifications Evaluation.

Phase II - Qualifications Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Qualifications meets the service requirements set forth in the RFQ. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, proposed approach, strategy and methodology for implementing engagements and other factors based on the evaluation criteria outlined in Section 6.2, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section V, for each Qualifications submission received. The EC may also review other information gained by checking references and by investigating the Respondent’s financial condition.

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

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

6.2 Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Qualifications to determine overall responsiveness and completeness of the Qualifications with respect to the components outlined in the RFQ using the following criteria (not necessarily listed in order of importance):

- A. Professional and Technical Competence:
 - 1. Ability to provide the Services described in the RFQ, including capacity to perform the Scope of Services described in Exhibit 1 and Exhibit 4, Sustainable Operations of this RFQ.
 - 2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies) for the specific Scope Services.
 - 3. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago for the specific Scope Services.
 - 4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- B. Quality, Comprehensiveness and Adequacy of the proposed Approach, Strategy and Methodology for implementing engagements within the specific service areas described in Exhibit 1, Scope of Services and Exhibit 4, Sustainable Operations.

The Evaluation Committee will review each Qualifications response for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology and approach to implementing engagements within the specific Scope Services.
- C. MBE/WBE Commitment Letter addressed to the CPO on company letterhead agreeing to achieve a minimum of 25% MBE and 5% WBE participation of the total dollar value of all Task Orders awarded during the contract term. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- D. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

- E. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- F. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 5.
- G. Degree to which the Respondent accepts the City's Terms and Conditions in the sample Master Consulting Agreement in Exhibit 8 enabling the City to successfully award a contract.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Qualifications response, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFQ or any services related to this RFQ, such Respondent may be disqualified from further consideration.

VII SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Qualifications in Phase II, it may submit to the Commissioner of the Department of Fleet and Facility Management (2FM) and Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondents, or a recommendation to reject any or all Qualifications.

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information that was submitted in Respondent's Qualifications response; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Commissioner of the Department of Fleet and Facility Management (2FM).

If the Commissioner recommends one or more Respondents for selection, the recommendation will be forwarded to the Chief Procurement Officer for authorization to enter into contract negotiations with the selected Respondent(s). The City of Chicago will request a fee schedule from each selected Respondent for each year of the base contract term and option years and reserves the right to negotiate competitive maximum rates with each selected Respondent prior to the award of the Master Consulting Agreement.

The City will require the selected Respondent(s) to participate in price negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable

contract with the selected Respondent(s), including failure to agree on a fair and reasonable compensation schedule for the Services or any other terms or conditions, the Commissioner may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent(s).

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

VIII. ADDITIONAL DETAILS OF THE RFQ PROCESS

8.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Qualifications due date. A copy of addenda associated with this RFQ specification number will also be posted on the City of Chicago's Department of Procurement Services website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFQ package from the Bid & Bond Room and leave a business card, e-mail BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFQ prior to the Qualifications due date. Each addendum is incorporated as part of the RFQ documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid & Bond room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services Bid & Bond Room 103, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement Services website: www.cityofchicago.org/Procurement

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Submittal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV 4.1 A herein.

8.2 City's Rights to Reject Qualifications

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

may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFQ or as may otherwise be so required.

8.3 No Liability for Costs

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

8.4 No Guarantee of Awarded Work

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

8.5 Prohibition on Certain Contributions.- Mayoral Executive Order No. 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 Subconsultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subconsultant 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.

8.6 False Statements

(a) 1-21-010 False Statements

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

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

(b) 1-21-020 Aiding and Abetting.

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

- (c) 1-21-030 Enforcement.
In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

EXHIBIT 1
SCOPE OF SERVICES

SCOPE OF SERVICES

REAL ESTATE PROPERTY MANAGEMENT SERVICES

The Contractor will act as "Property Manager", on behalf of the City. The duration of property management services will be determined on a project specific Task Order Request ("TOR") basis. All Services performed by Contractor must be in accordance with all applicable City building codes and Contractor is responsible for being aware of such codes and code requirements. In the event that any work performed is not in accordance with such codes, the City will not be liable to Contractor for payment for such Services ("Services Performed in Contravention of City Building Codes") and Contractor will be responsible for providing the City with a full refund of any such payments made for such Services Performed in Contravention of City Building Codes. Contractor is also responsible for obtaining all needed permits prior to starting any work which requires permits. Services to be provided may include, but are not limited to, the following subcategories:

A. Administrative Services - Contractor shall perform any of the following tasks requested by TOR and confirmed by Task Order Notice to Proceed:

1. Adhere to administrative requirements of the tenant relocation plan as provided by the authorized Department in adherence to the USDHUD Uniform Relocation Act and Real Property Acquisition Act and/or as directed by the applicable Department.
2. Maintain property account per appropriate industry standards.
3. Collect rent and/or other fees as required by the leases and the Chicago Municipal Code for the property ("rents") and deposit all rents and fees in City designated accounts and, when rent is not collected, if necessary, assist with eviction. Monitor changes in rents pursuant to the leases.
4. Pay all appropriate property expenses including, but not limited to: utilities; janitorial; security; pest control; construction projects; taxes; and insurance. Contractor must provide receipts and/or proof of payment for any and all expenditures/reimbursables along with the approved project budget form attached to the Compensation Schedule.
5. Review all existing property leases and enforce tenant's compliance with the lease.
6. Provide necessary services to assist the City in the termination of leases in preparation for property demolition. This includes termination of utility services, negotiating lease buy-outs in addition to all required services.

B. Property Operations - Contractor shall perform any of the following tasks requested by TOR and confirmed by Task Order Notice to Proceed:

1. Maintain each assigned property to adhere to the standards provided within the Chicago Tenant and Landlord Ordinance for residential properties and BOMA standards for commercial, residential, industrial and mixed-use properties.

General Contractor Services - Buildings may require various types of routine repair work or cyclical replacement of parts and services including, but not limited to, plumbing, electrical, HVAC, boilers, doors, windows, tuck-pointing, roofing, siding,

site reconfiguration and erecting scaffolding in accordance with the City Building Code.

Maintenance - The City requires the outside and/or inside of a property to be cleaned based upon the City's needs or as defined by the requesting Department. Work includes, but is not limited to, cleanup/debris removal, changing locks, landscaping, grass cutting (including weed cutting), snow removal (sidewalks and parking lots as applicable, including ice melting solutions), window washing, site openings (as needed), weekly site inspections, and various janitorial services.

Contractor must obtain and maintain updated Material Safety Data Sheets (MSDS) for all materials used at the facility, including those used by vendors. The MSDS shall also be submitted to the Department of Fleet and Facility Management (2FM) within four (4) weeks of contract execution and within two (2) weeks of new or updated MSDS.

The following Services may be required for any properties:

- Fencing - The City may require a fence to be placed around a property 24 hours a day, 7 days a week.
 - Board-Up Service - The City may require that a property be boarded up to prevent break-ins or to secure the building until demolition.
 - Security — The City may require 24 hours a day, 7 days a week and/or spot check security. Services may be required in shifts or several spot checks over a 24-hour period. Security is defined as a security firm spending an amount of time at a property with supporting documentation.
 - Regular weekly site visits are not reimbursable. Site visits are defined as checking property for break-ins and/or illegal dumping of trash.
2. Provide all associated services required to maintain property until tenants are relocated in conjunction with the City's needs.
 3. Where property is vacant, provide all services required to keep property from detracting from its surrounding neighborhood or causing harm to neighboring residents or businesses.
 4. For each assigned property, create a proposed operations plan to submit to the City outlining specific Services to be provided, a and the Budget with breakdown of itemized costs for such Services, for City approval prior to commencement of assignment. All Task Order Notice to Proceeds will be issued by the Department Commissioner in writing.
 5. In the event that the Contractor's Services fall into one or more of the 9 sustainable operations categories set forth in Exhibit 4, the Contractor must adhere in the performance of its Services to the Sustainable Operations Standards (available [here: http://www.cityofchicago.org/content/dam/city/depts/dgs/supp_info/ChicagoSustainableOperationsPlan_v0_April2015.pdf](http://www.cityofchicago.org/content/dam/city/depts/dgs/supp_info/ChicagoSustainableOperationsPlan_v0_April2015.pdf)) and associated plans and policies.). Accordingly, the operations plans should include a description of how the City's Sustainable Operations Plan and applicable associated plans and policies will be

- followed and how the goals will be met. Compliance with each applicable sustainability category (construction indoor air quality, solid waste management, green cleaning, integrated pest management etc.) should be separately discussed. The Contractor will conduct an annual evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of sustainable operations implementation. In addition, the evaluation will identify opportunities for overall plan improvement and expansion of environmentally friendly practices.
6. Estimates on Work to be Performed - The City requires estimates on general contracting, fencing, for any required work services and the Commissioner's approval prior to the start of work. Property Manager will not bill the City for any administrative costs related to preparation of such estimates and/or Task Order Proposals.
 7. Post a sign in the window of each property managed listing a 24 hour emergency telephone number to an emergency answering service to allow the property management company to be contacted by Police and/or Fire Department personnel.

C. Information Systems/Reports - Contractor shall perform any of the following tasks requested by TOR and confirmed by Task Order Notice to Proceed.

On a monthly basis, provide both hard and electronic copy of reporting on current status of all assigned properties, including, but not limited to, the following information:

1. Location and tax PIN number;
2. Monthly income sources, itemized;
3. Monthly expenses, itemized;
4. Lease expiration report along with action required to maintain occupancy;
5. Current tenants, anticipated date of relocation;
6. Pending litigation (evictions and otherwise);
7. Total number of days or duration of property management assignment;
8. Types of property management services provided (Standard codes for each service must be developed by Property Manager);
9. "Red flags" noting urgent issues requiring City action or decision;
10. General information on the property and tenants for the month, including tenant issues, accounts receivable and payable issues, contract and maintenance issues and suggestions as to work needed at the property; and
11. Name of staff assigned to manage or service given property;
12. Monthly reports from Property Manager's subcontractors which includes work performed.
13. Environmental reports describing and documenting compliance with the City's applicable sustainable operations plans and policies. These reports may be submitted less frequently than monthly, as required in each Task Order Request, but no less than annually.

D. General Tasks — In addition to the above, Contractor shall perform any of the following tasks requested by TOR and confirmed by Task Order Notice to Proceed:

1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).

2. Assist in making presentations to various City Department and committees, real estate industry functions and community organizations.
3. Provide monthly reports on the status of its assignments, including project time lines and action plans.
4. Prepare stacking plans for each existing populated facility.
5. Create a database of all properties managed and such database must be accessible by City staff.

SITE VISITS ARE DEFINED AS CHECKING PROPERTY FOR NO BREAK INS AND/OR ILLEGAL DUMPING OF TRASH. SECURITY IS DEFINED AS A SECURITY FIRM SPENDING AN AMOUNT OF TIME AT A PROPERTY WITH SUPPORTING DOCUMENTATION.

EXHIBIT 2

COMPANY PROFILE INFORMATION

COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm: _____
- (2) Doing Business under Other Company Name?
If yes, Name of Company: _____
- (3) Headquarters Address: _____
- (4) City, State, Zip Code: _____
- (5) Web Site Address: _____
- (6) Proposed Role: Prime Subcontractor/Subcontractor Joint Venture Partner
 Supplier or Other: _____
- (7) Number of Years in Business:

- (8) Total Number of Employees:

- (9) Total Annual Revenues separated by last 3 full fiscal years:

- (10) Major Products and/or Services Offered:

- (11) Other Products and/or Services:

- (12) Briefly describe your firm’s strategy for providing Real Estate Property Management Services for clients:

- (13) Briefly describe your firm’s experience with Real Estate Property Management Services for clients:

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references. Only 1 reference from the City of Chicago will be accepted.

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals: _____

(9) Contract Award Date: _____ Completion Date: _____

(10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____

(11) Describe how the client's goals were met. Describe the Real Estate Property Management Services offered and implemented. Attach additional pages, as necessary.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

(13) Is the client still utilizing the Real Estate Property Management Services?

(14) What was the cost/financing structure of the contract?

EXHIBIT 4
SUSTAINABLE OPERATIONS

EXHIBIT 4

SUSTAINABLE OPERATIONS

A. SUMMARY OF REQUIREMENTS

1. Building Exterior Hardscape Management

The Contractor will maintain the performance of the building exterior and hardscape while minimizing the impact of site management practices on the local ecosystem and reducing exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants. The Contractor will conduct all applicable activities in accordance with the City's *Building Exterior Hardscape Management Plan*. Actions covered include snow removal, hardscape maintenance, building exterior cleaning, and paints and sealants. The *Building Exterior Hardscape Management Plan* provides best management practices that must be followed and sets specific numerical goals for the rate of use and purchase of sustainable equipment and chemicals that the Contractor must attain. The rates will be determined through the comparison of the dollar amount of compliant materials and supplies to the combined dollar amount of compliant and non-compliant materials and supplies.

The Contractor will record and track cleaning product purchases on a vendor-developed tracking spreadsheet for inclusion in the environmental report. The spreadsheet must include the cost, quantity and units for each material or supply purchased during the reporting month, notation of whether or not each material or supply meets the appropriate criteria, and if so, how the material or supply meets the criteria, e.g., recycled content percentage. Materials purchased by subcontractors must also be included.

2. Integrated Pest Management

The Contractor, or its subcontractors, will render all pest control services through implementation of a pre-approved plan utilizing Integrated Pest Management methodologies.

- The Contractor shall prepare and submit a Property Integrated Pest Management Plan (IPMP) incorporating the requirements of the City's *Integrated Pest Management Plan* for approval by the Department of Fleet and Facility Management (2FM). The Property IPMP must be completed within one (1) month of Notice to Proceed and updated each year thereafter. The annual evaluation of the IPMP shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.
- The Contractor must provide written semi-annual reports, with the first reporting period ending six (6) months after the IPMP is approved and each successive reporting period ending six months after that. The semi-annual report is due with the monthly information systems report. Each report must include the following information:
 - a. An updated list of needed improvements in structure, sanitation, or operations that would reduce the likelihood of infestation by reducing access to food, water, or harborage.
 - b. A summary of the results from the quality control reviews and planned corrective actions.
 - c. A summary of current pest problems and their general locations.
 - d. Total amounts of pesticide applied, broken down by formulation and active ingredient.
 - e. A summary of any emergency response actions and universal notifications that occurred.
 - f. A summary of any circumstances or lack of cooperation that prevents the Vendor from effectively performing the services.

3. Sustainable Purchasing

The Contractor must purchase supplies and materials in accordance with the City's *Sustainable Purchasing Policy*.

- Sustainable materials and supplies include but are not limited to ongoing consumables, electronics and appliances, furniture, lamps and light bulbs, and materials for facility alterations that meet the criteria listed in the City's *Sustainable Purchasing Policy*. The Contractor may propose to utilize additional sustainable materials and supplies in the proposed operations plan. For cleaning and pest control supplies, the Contractor must utilize the standards referenced in Green Cleaning and Integrated Pest Management sections below.
- The Contractor and its subcontractors will attain the annual compliant purchase rates for each material category included in the City's *Sustainable Purchasing Policy*. The rates will be determined through the comparison of the dollar amount of compliant materials and supplies to the combined dollar amount of compliant and non-compliant materials and supplies.
- If a product is not specifically listed in the City's *Sustainable Purchasing Policy*, the US General Services Administration (GSA) Sustainable Facilities Tool at <http://sftool.gov/GreenProcurement> must be consulted to determine if product standards exist and apply.
- The sustainable version of material or supply specified in the City's *Sustainable Purchasing Policy* or GSA Sustainable Facilities Tool must be used unless it is not reasonably available in a reasonable period of time, fails to meet performance standards, excludes adequate competition, or is only available at unreasonable prices. If this is the case, then the Contractor must notify the Department of Fleet and Facility Management (2FM) prior to purchasing the product.
- The Contractor will record and track purchases on a vendor-developed tracking spreadsheet for inclusion in the environmental report. The spreadsheet must include the cost, quantity and units for each material or supply purchased during the reporting month, notation of the whether or not each material or supply meets the appropriate criteria listed in the City's *Sustainable Purchasing Policy* and/or the GSA Sustainable Facilities Tool, and if so, how the material or supply meets the criteria, e.g., recycled content percentage. Materials purchase by subcontractors must also be included.

4. Green Cleaning

The Contractor, and its subcontractors, will follow environmental best practices for cleaning of facilities in order to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

- The Contractor shall meet the goals for the use and purchase of cleaning supplies and equipment must meet the criteria provided in the City's *Green Cleaning Policy and Program Plan (GCPPP)*. All maintenance practices included in the GCPPP must also be followed.
- Environmental reports will include the results of quality control checks on the implementation of the GCPPP practices and a summary of occupant feedback received in the prior month. On an annual basis, the Contractor will provide documentation of training provided to the cleaning staff.
- The Contractor must provide documentation indicating Green Seal certification, or actual labels from product containers with the demonstrating that the cleaning products in use are certified, or independent third- party validation that the products meet the Green Seal criteria. All product documentation must be maintained at the job site at all times.

- At a minimum, the Contractor and its subcontractors will obtain the annual compliant purchase rates for each material category included in the City's *GCPPP*. The rates will be determined through the comparison of the dollar amount of compliant materials and supplies to the combined dollar amount of compliant and non-compliant materials and supplies.
- If a product is not specifically listed in the *GCPPP*, the US General Services Administration (GSA) Sustainable Facilities Tool at <http://sftool.gov/GreenProcurement> must be consulted to determine if product standards exist and apply. The sustainable version of material or supply specified in the Sustainable Purchasing Policy or GSA Sustainable Facilities Tool must be used unless it is not reasonably available in a reasonable period of time, fails to meet performance standards, excludes adequate competition, or is only available at unreasonable prices. If this is the case, then the Contractor must notify Department of Fleet and Facility Management (2FM) prior to purchasing the product. The Contractor will record and track purchases on a vendor-developed tracking spreadsheet for inclusion in the environmental report. The spreadsheet must include the cost, quantity and units for each material or supply purchased during the reporting month, notation of the whether or not each material or supply meets the appropriate criteria listed in the City's *GCPPP* and/or the GSA Sustainable Facilities Tool, and if so, how the material or supply meets the criteria, e.g., recycled content percentage. Materials purchase by subcontractors must also be included.

5. Solid Waste Management

The Vendor, and its subcontractors, will utilize source reduction, reuse, recycling and composting to reduce the amount of disposed waste for ongoing consumables, durable goods and building materials used in facility alterations and additions.

- A waste audit may be requested at a property, with a potential update requested each year thereafter. Results of the waste audit, if conducted, will be submitted to the Department of Fleet and Facility Management (2FM).
- As applicable and requested in the Task Order Request, the Contractor will determine the collection, sorting, diversion, and disposal methods of ongoing consumables (paper, cardboard, glass, plastic, metals, landscape waste and batteries), durable goods (electronic equipment, furniture) and building materials used in facility alterations and additions (building components and structures, panels, attached finishings, carpet and other flooring material, adhesives, sealants, paints and coatings), batteries and mercury-containing lamps that are accrued in the operations of the Facility. Other waste may also be included in the scope.
- The goal will be to achieve the reuse, recycling and/or composting of at least 50% by weight of the ongoing consumable waste stream, at least 75% of the durable goods by weight, volume, or replacement value, and at least 70% of waste by weight or volume generated by facility alterations and additions, and at least 50% by weight of any other materials identified in the task order request.
- The environmental report will include, as available and under the control of the Contractor, the amounts of ongoing consumable waste, durable goods and waste generated by facility alterations or additions that are reduced, reused, recycled or composted, along with the amounts of each landfilled.

6. Water Efficiency

The Contractor, and its subcontractors, will perform an economic assessment of conversion to high-performance plumbing fixtures and fittings as part of any future indoor plumbing renovations. Procedures and standards are provided in the City's *Water Efficiency Economic Assessment Policy*. When feasible, replacement fixtures will meet or exceed the following UPC/IPC Standards and the City will strive to meet the following EPA WaterSense Standards wherever possible.

7. Construction Indoor Air Quality

The Contractor, and its subcontractors, will reduce indoor air quality problems resulting from the construction / renovation process in order to help sustain the comfort and well-being of construction workers and building occupants. The Contractor will conduct all applicable activities in accordance with the City's *Construction Indoor Air Quality (IAQ) Management Plan*.

- Prior to implementation, the Contractor shall submit all proposed construction activities and how the requirements of the City's *Construction IAQ Management Plan* will be met for Department of Fleet and Facility Management (2FM)'s review and approval prior to beginning the construction activity.
- The Contractor shall include a summary of the implementation of the *Construction IAQ Management Plan* in the monthly information system (as applicable) and at the end of a project, the Contractor must submit a summary report documenting the IAQ practices implemented during a job.

8. Erosion Control Landscaping

The Contractor will conduct services in accordance with the City's *Erosion Control and Landscape Management Plan* and in a manner that minimizes the impact of site management practices on the local ecosystem and reduces exposure of occupants, staff, and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants. Actions will include but are not limited to: Inspections of existing controls shall be performed and logged to ensure that deficiencies are identified and remedied. Inspections should occur monthly and after major rainfall events.

- Manual methods of grounds management, electric equipment, and/or equipment with noise and emission controls shall be used in lieu of fossil-fuel-powered machinery in order to achieve the goals included in the *Erosion Control and Landscape Management Plan*.
- The Contractor will record and track equipment on a vendor-developed tracking spreadsheet for inclusion in the environmental report. The spreadsheet must include the quantity of each piece of equipment used during the reporting month, notation of the whether or not the equipment meets the appropriate criteria listed in the City's *Erosion Control and Landscape Management Plan*, and if so, how the equipment meets the criteria, e.g., electric powered. Equipment used by subcontractors must also be included.
- The Contractor shall include a summary of the implementation of the City's *Erosion Control and Landscape Management Plan*, along with any deficiencies in existing controls identified and remedied, in the environmental report.

9. Plug Load Reduction

The Contractor will be responsible for monitoring tenant compliance to the City's *Plug Load Reduction Policy* and notifying Department of Fleet and Facility Management (2FM) of any violations.

Referenced Sustainable Operations Policies and Plans

B. BUILDING EXTERIOR AND HARDSCAPE MANAGEMENT PLAN

I. SCOPE

This Building Exterior and Hardscape Management Plan (Plan) provides guidelines for maintaining the performance of the building exterior and hardscape at City of Chicago (City) facilities. This Plan covers the entire building exterior and hardscape at applicable City facilities.

II. GOALS

- To minimize the impact of site management practices on the local ecosystem.
- To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants.

The Plan addresses environmental best practices for:

- Maintenance equipment
- Snow and ice removal
- Cleaning of building exterior
- Paints and sealants used on the building exterior
- Cleaning of sidewalks, pavement and other hardscapes

III. REVISION HISTORY

The following table describes changes made to this Plan. This Plan may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Descriptio
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

The Operating Engineers and Zone Managers from the Department of Fleet and Facility Management (2FM), with support from 2FM Deputy Commissioner and 2FM Assistant Commissioner, are responsible for developing and managing the implementation of the Plan. Contractors involved with various elements of the Plan shall carry out their tasks according to their contracts and report all relevant activities to the aforementioned parties. On occasion, several contractors may be engaged simultaneously in various elements of the Plan at the building and grounds. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Plan shall review all proposed activities before implementation.

V. QUALITY CONTROL PROCESS

The 2FM responsible party(ies) shall periodically evaluate the success of the Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental and public health benefits achieved as a result of its implementation.

Prior to implementation, service providers involved in the building exterior and hardscape management program shall submit all proposed activities to the 2FM responsible parties listed in Section 4, either through detailed contractual language or addenda that establish protocols and products that will be used onsite. Contract language shall reflect the service providers’ duties as they relate to this Plan. Environmental best practices described below are incorporated into vendor contracts and SOP language as appropriate and as contracts are issued. Upon reviewing proposed activities, the responsible parties shall determine if the activities meet the criteria of the Plan and shall approve or deny action.

The 2FM responsible parties shall regularly communicate with all service providers, and conduct regular site inspections and evaluations to ensure that the Plan is in place and functioning as intended. In addition to ongoing quality control measures, all responsible parties will review practices and products prior to contract renewal (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

VI. SNOW REMOVAL

Some chemicals used for snow and ice removal, such as calcium chloride and sodium chloride, can be toxic to vegetation and local aquatic ecosystems. The City shall implement snow and ice removal practices at City facilities that minimize the amount of chemicals used and prevent ecological damage.

PERFORMANCE METRICS:

The snow removal practices listed below shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

Site Management Products/Materials	Performance Metric	Implementation Target
Non–calcium chloride or sodium chloride deicing Chemicals	NA	100%
Anti-icing measures	NA	100%

PRACTICES TO OPTIMIZE SNOW REMOVAL

- Deicing chemicals shall be used on parking lots and roadways only as necessary. To protect vegetation and receiving waterways, the minimum amount of deicer that is effective shall be used. Application rates shall be tailored to match actual conditions based on pavement temperature, precipitation, and beginning concentrations of the deicer.

- Environmentally preferred deicing products shall be used for routine applications. Pre-approved products include those primarily comprised of:
 - potassium acetate
 - potassium chloride
 - magnesium chloride.
- Deicing agents other than those listed above shall be submitted for review and approval by 2FM prior to use.
- Sodium chloride and calcium chloride deicing products *shall not* be used unless the City grants written permission prior to application. Permission to use sodium chloride and/or calcium chloride would only be granted by 2FM personnel in the event of an emergency. An emergency situation for the purposes of applying sodium chloride and/or calcium chloride, would be defined as a prolonged period of extreme weather events (i.e. combination of snow and ice causing extreme cycles of thawing and freezing), sustained temperatures below -25F°, and/or a situation where environmentally preferred deicing products have been ineffective and have created a surface where injury to building occupants on the surface in question is eminent.
- Sidewalks and parking lots shall always be plowed prior to the application of deicing agents—to limit the amount of chemicals needed and reduce the potential for harmful runoff.
- When possible, anti-icing measures (preemptively applying deicer before a storm) shall be performed, thereby significantly reducing the overall need for deicing chemicals.
- Sand usage shall be limited to only when necessary to improve traction and only in areas adjacent to native/salt-sensitive plants. Excess sand should be swept up immediately and disposed of properly so as not to clog storm drains.

VII. HARDSCAPE MAINTENANCE

Hardscape maintenance shall be performed in a manner that minimizes the environmental impact of power equipment and cleaning chemicals.

PERFORMANCE METRICS:

The practices listed below shall be implemented to the extent noted in the table. When less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target. The 2FM Responsible Party shall assign staff to track the inventory of both compliant and noncompliant chemicals and quality control checks shall be used to ensure 100% adoption of power washing equipment.

Site Management Products/Materials	Performance Metric	Implementation Target
Power washing equipment with water reclamation	NA	100%
EQc3.4–3.6: Compliant Chemicals	Percent of applicable chemicals purchased based on cost	90%

PRACTICES TO OPTIMIZE HARDSCAPE MAINTENANCE:

- Hardscape cleaning is primarily performed with electric power sweepers and manual tools to maintain the walkways, pavement, and other hardscapes. The limited use of gas-powered equipment conserves fossil fuels and minimizes greenhouse gas emissions.

- Chemical use for hardscape maintenance shall be minimal and, when necessary, should be based on products or practices that conserve water and utilize biodegradable, low-impact cleaning products. Environmentally safe cleaners prevent harmful chemical runoff and water pollution.
- When applicable, the minimum amount of cleaning product that is effective shall be used on the hardscape and shall meet the requirements of the City's *Green Cleaning Policy and Program Plan*.

VIII. BUILDING EXTERIOR CLEANING

Exterior building cleaning and maintenance activities shall be performed to minimize the environmental impact of chemical pollutants. Toxic exterior maintenance products shall be eliminated and replaced with eco-friendly cleaners.

PERFORMANCE METRICS:

The building exterior cleaning practices listed below shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

Building Cleaning and Maintenance Activity	Performance Metric	Implementation Target
Environmentally preferable building exterior cleaners	NA	100%

PRACTICES TO OPTIMIZE BUILDING EXTERIOR CLEANING:

- Suppliers shall provide Material Safety Data Sheets (MSDS) and Technical Bulletins for all exterior maintenance products. In case of emergency, each MSDS shall be easily accessible for reference.
- Prior to use onsite, all products shall be submitted to 2FM for review and approval.
- Window washing shall be performed with a Green Seal–certified glass and window cleaning product or an Environmental Choice Ecologo–certified dishwashing liquid soap. Other cleaning products used onsite shall qualify as “low environmental impact” products and shall comply with applicable Green Seal or Environmental Choice standards.
- Product types not covered by Green Seal or Environmental Choice shall comply with the California Code of Regulations maximum allowable VOC levels for the appropriate cleaning product category. This requirement will limit the opportunities for environmental exposure to harmful chemicals.
- Cleaning and maintenance personnel shall be properly trained in the use, maintenance, and disposal of exterior cleaning chemicals and equipment.

IX. PAINTS AND SEALANTS

All exterior paints and sealants shall be low-VOC, environmentally friendly products and adhere to the City's *Sustainable Purchasing Policy*.

PERFORMANCE METRICS

The paint and sealing product practices listed below shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

Painting or Sealing Products	Performance Metric	Implementation Target
SCAQMD Rule #1168 and GS-11 Compliant Paints and Sealants	NA	100%

PRACTICES TO OPTIMIZE THE USE OF ENVIRONMENTALLY PREFERRED PAINTS AND SEALANTS:

- Paints and sealants must comply with the VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168 and GS-11, listed in the City's *Sustainable Purchasing Policy*.
- The City shall incorporate VOC limits for paints and sealants included in the City's *Sustainable Purchasing Policy* in contractor bid documents to ensure that external entities working onsite follow the requirements.

X. ENVIRONMENTAL BENEFITS OF IMPLEMENTED BEST PRACTICES

Topics	Best Management Practices	Environmental Benefit Compared to Standard Practice
MAINTENANCE EQUIPMENT	When power machinery must be used, the contractor shall use electric equipment (battery or corded) wherever practical instead of conventional gas powered equipment.	This measure reduces the fossil fuel use and greenhouse gas emissions produced by conventional equipment.
	Mulching mowers shall be used on turf areas and shall return clippings back into the lawn and turf areas shall be hand weeded for crabgrass, dandelion and plantain broadleaf weeds.	Using mowers that return clippings into the lawn returns nutrients to the soil, minimizing the need for fertilizer. Hand weeding reduces the use of herbicides and power equipment that emit harmful chemicals into the air and water.
	Lowsmoke oil shall be used in all maintenance equipment.	This measure minimizes the air pollution released by power equipment.
	For equipment with twocycle engines, the contractor shall use models with advanced design features, such as direct fuel injection engines and exhaust power valves.	This measure reduces emissions, improves fuel efficiency and decreases oil consumption compared to conventional twocycle engines.
	During the annual site cleanup in the spring, maintenance personnel shall manually prune winter killed plants; sweep parking lot curbs, turf areas and corners by hand; and rake turf areas to remove debris as necessary.	Manual landscape maintenance reduces the need for pesticides, powered machinery and the demand for fossil fuels.
	The shrub and tree beds adjacent to buildings shall be handweeded and pruned.	Manual landscape maintenance reduces the need for herbicides, powered machinery and the demand for fossil fuels.
	All mowers shall receive new blades annually and belts, bearings and bushings shall be inspected on a yearly basis and changed as needed.	Regular maintenance enhances the efficiency of equipment, thereby conserving energy and fuel and minimizing the need for entire equipment replacements.
	Weekly, the contractor shall change the oil every 3,000 miles on gas trucks and every 5,000 miles on diesel trucks and filters on all equipment. All used oil shall be recycled.	Regular oil changes and filter replacements reduce emissions. Recycling oil minimizes the use of fossil fuels.
SNOW REMOVAL	When practical, snow will be removed manually from walkways using shovels.	Manual snow removal reduces the need for chemicals, powered machinery and the demand for fossil fuels.
	Environmentally preferred deicing products shall be used for routine applications. Preapproved products include those primarily comprised of: <ul style="list-style-type: none"> ▪ potassium acetate ▪ potassium chloride ▪ magnesium chloride 	Standard chemicals used for snow and ice removal, such as calcium chloride and sodium chloride, are toxic to vegetation and local aquatic ecosystems. Minimizing that application of deicers and using environmentally preferred products prevents ecological damage to plants and receiving water bodies.

Topics	Best Management Practices	Environmental Benefit Compared to Standard Practice
	Sodium chloride and calcium chloride deicing products SHALL NOT be used unless the 2FM Commissioner or Deputy Commissioner grants written permission prior to application.	
	Deicing chemicals shall be used on parking lots and roadways only as necessary. Application rates shall be tailored to match actual conditions based on pavement temperature, precipitation, and beginning concentrations of the deicer.	Applying the minimum amount of deicer that is effective protects vegetation and receiving waterways.
	Sidewalks and parking lots shall always be plowed prior to the application of deicing agents.	This practice limits the amount of chemicals needed and reduces the potential for harmful runoff.
	When possible, the contractor shall perform anti-icing measures – preemptively applying deicer before a storm	This practice significantly reducing the overall need for deicing chemicals, minimizing the risk of harmful chemical runoff into ground water and local waterways.
	Only use sand when increased traction is necessary near salt-sensitive plantings. Only use the minimum amount needed and immediately sweep up any excess sand.	Although sand is considered environmentally benign and can improve traction on slippery surfaces, its use can clog storm drains and if it reaches waterways, it can cloud the water which can hurt aquatic organisms.
HARDSCAPE MAINTENANCE	To the extent practical, the City's hardscape cleaning vendor shall use manual tools to maintain the walkways, pavement and other hardscapes.	The limited use of powered equipment conserves fossil fuels and minimizes greenhouse gas emissions.
	Chemicals are rarely used on site and when necessary, the vendor shall conserve water and utilize biodegradable and low-impact cleaning products whenever possible.	Environmentally-safe cleaners prevent harmful chemical runoff and water pollution. Water conserving equipment reduces the strain on finite water supplies.
	When applicable, the minimum amount of cleaning products that is effective shall be used on the hardscape and shall meet the requirements of Indoor Environmental Quality Credit 3.3: Green Cleaning, Sustainable Cleaning Products and materials.	Limiting the amount of chemicals used on site protects vegetation and receiving waterways. Additionally, environmentally-safe cleaners prevent harmful chemical runoff and water pollution.

<p>BUILDING EXTERIOR CLEANING</p>	<p>The window washing vendor shall use a Green Seal certified product. Other cleaning products used on site shall qualify as low environmental impact products and shall comply with applicable Green Seal or Environmental Choice standards.</p> <p>Product types not covered by Green Seal or Environmental Choice shall comply with</p>	<p>These requirements will limit the opportunities for environmental exposure to harmful chemicals.</p>
	<p>the California Code of Regulations maximum allowable VOC levels for the appropriate cleaning product category.</p> <p>Cleaning and maintenance personnel shall be properly trained in the use, maintenance and disposal of exterior cleaning chemicals and equipment.</p>	<p>This measure ensures that In case of emergency, the MSDSs will be easily accessible for reference. This reduces the risk of harmful exposure to chemicals.</p>
<p>PAINTS AND SEALANTS</p>	<p>Only low-VOC paints and sealants shall be applied to the building exterior. Paints and sealants must comply with the VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168.</p>	<p>This measure will limit the opportunities for environmental exposure to harmful chemicals. VOCs contribute to the formation smog as well as directly affecting the respiratory health of people. Selecting low-VOC products reduces or eliminates air pollutants.</p>

C. INTEGRATED PEST MANAGEMENT PLAN

I. SCOPE

This Integrated Pest Management Plan (Plan) provides guidelines for protecting and enhancing the natural diversity of City of Chicago (City) facilities, while also supporting high-performance building operations and developing synergies between the buildings and their environmental context. The Plan covers the entire building and associated grounds at City facilities.

II. GOALS

The goals of this Plan are to employ best management practices emphasizing mechanical, biological, physical, natural, and cultural controls; encourage occupant behavior and other options that discourage pest infestations; eliminate the use of all pesticides to the greatest possible extent; minimize the impact of site management practices on the local ecosystem; and reduce the exposure of occupants, staff and maintenance personnel to potentially hazardous chemical, biological and particle contaminants.

III. REVISION HISTORY

The following table describes changes made to this Plan. This Plan may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Descriptio
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

The Zone Managers from the Department of Fleet and Facility Management (2FM), with support from 2FM Deputy Commissioner, are responsible for developing and managing the implementation of the Plan for each respective zone. Contracts with pest and landscape management vendors shall include extensive language describing their role in a building's Plan. Contractors involved with various elements of the Plan shall carry out their tasks according to their contracts, and report all relevant activities to the aforementioned parties. On occasion, several contractors may be engaged simultaneously in various elements of the Plan at buildings and grounds. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Plan shall review all proposed activities before implementation.

V. QUALITY ASSURANCE CONTROL PROCESS

The 2FM party(s) responsible shall periodically evaluate the success of the Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual reports shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, service providers involved in a building's Plan shall submit all proposed pest management activities to the 2FM responsible parties, listed in Section 4. Upon reviewing proposed activities, the responsible parties shall determine if they meet the criteria of the Plan and approve or deny action.

The 2FM responsible parties shall regularly communicate with all service providers, and conduct regular site inspections and evaluations to ensure that the Plan is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products prior to contract renewal to identify opportunities for improvement and expansion of environmentally-friendly practices.

VI. PERFORMANCE METRIC

This Plan shall govern all components of pest management at City buildings and sites. The practices identified in this Plan shall be wholly adopted and used in 100 percent of the pest management scenarios at City facilities.

Pest Management	Performance Metric	Implementation Target
Integrated Pest Management Practices	NA	100%

VII. REPORTING PROTOCOL

Upon pest sighting, follow these steps:

1. Pest sightings should be logged in and reported to the building Zone Manager as soon as possible.
2. The Zone Manager will contact the vendor.
3. The Pest Control contractor will sign the log book acknowledging he/she is aware of the sighting and report appropriate treatment.

The Pest Control contractor will investigate and evaluate all reported sightings and take the appropriate course of action. Building tenants may follow-up on the initial sighting with the Zone Manager to determine what corrective actions were taken.

VIII. IPM STRATEGIES AND PRACTICES

Integrated Methods

Integrated methods that make use of monitoring and non-toxic preventative measures (e.g., site inspection and maintenance, cultural controls, pest inspection and population monitoring) will be used to proactively manage and minimize pest issues. Where cultural changes to occupant behavior, exclusionary measures, sanitation and cleanliness, and physical alterations to the building are deemed prudent and effective for interior pest management, the Pest Control contractor shall make recommendations in writing to the Zone Manger for referral to appropriate facility personnel for further action.

In the event that monitoring activities and observation reveal a need for the use of pest controls, appropriate control options will be evaluated and the least-toxic option likely to be effective will be employed. Least-toxic options include traps, physical removal, and least-toxic pesticides as defined below.

Least-toxic Pesticides

Only least-toxic pesticides listed as Tier III (3) products on the City of San Francisco's Pesticide Hazard Screening List ([http://www.sfenvironment.org/sites/default/files/fliers/files/sfe_th_pesticides_reviewed_091313 .pdf](http://www.sfenvironment.org/sites/default/files/fliers/files/sfe_th_pesticides_reviewed_091313.pdf)) should be used on site, unless those products pose an unreasonable financial burden or another product is deemed more effective and poses minimal risk, and then only as a last resort when other non-pesticide least-toxic options have failed. Equivalent pesticide products with the same active ingredient(s) and concentration(s) as Tier 3 products may be substituted provided that the Pest Control contractor supplies the Zone Manager with appropriate documentation, including the Material Safety Data Sheet (MSDS) and pesticide product label, prior to application.

Least-toxic pesticide status also applies to any pesticide product, other than rodent bait, that is applied in a self- contained, enclosed bait station placed in an inaccessible location, or applied in a gel that is neither visible nor accessible. In the event that a product not considered a least-toxic pesticide is deemed prudent by the pesticide applicator, that person must first seek approval from the Zone Manager before any application will be permitted, except in the case of emergencies as defined below.

Emergency Conditions

In the event of an emergency, pesticides not meeting the least-toxic pesticide definition may be applied without complying with the earlier stipulations for use of integrated methods and least-toxic controls. Emergencies are defined as infestations posing a threat to the safety or wellbeing of human occupants, or when there is a possibility of immediate severe catastrophic damage to landscape plants or wildlife. Emergency applications of pesticides must be approved by the Assistant Commissioner or the Deputy prior to application.

Universal Notification

2FM has adopted a universal notification system if a pesticide, other than a least-toxic pesticide as defined above, must be applied on a site. This strategy requires 2FM and its vendors to notify building occupants at least 72 hours in advance of a pesticide application under normal circumstances and no more than 24 hours after an emergency application through posted signs or other means of reaching 100 percent of occupants. This notification system enables occupants and staff, and especially high-risk occupants such as children, pregnant women and the elderly, to modify their plans based on pesticide use at the building. If signs are posted, they must be placed at every building entrance open to the public as well as those used by staff.

Notification must include the following:

- Pesticide product name
- Active ingredient

- Product label signal word (e.g., “caution”, “danger”)
- Time and location of application
- Contact information for persons seeking more information

Record Requirements for Pesticide Applications

Recordkeeping is required to demonstrate ongoing compliance with the Plan. All applications of pesticides (include least-toxic options) shall be logged. The pesticide application log shall include the following information:

- Universal Notification to Occupants
 - Date
 - Time
 - Method
- Pesticide Application Date and Time
- Application Manager
- Location
- Target Pest
- Pesticide Trade Name
- Pesticide Active Ingredient
- EPA Registration Number
- Least-toxic status (Y/N)

Cleaning Products

In the event that cleaning products are used as a component of IPM, they shall conform to the City’s *Green Cleaning Policy and Program Plan*.

Legal Obligations

In addition to the above-stated guidelines, all building tenants and contractors shall adhere to applicable local, state, and federal laws regarding health, safety, use, and storage of pesticides. Pest Control contractors shall adhere to all provisions of their contract agreement in addition to the guidelines and recommendations outlined in this Plan.

IPM Best Practices

Environmental best practices related to pest control, as outlined in the table below, shall be observed at all times, and incorporated into vendor contracts, Standard Operating Procedures (SOP), and policies as appropriate. “Chemical” as used below refers to any chemical pesticide product that is utilized in the prevention or treatment of pest infestations. Final determination of a product as a chemical is reserved exclusively to the Assistant Commissioner or the Deputy.

CHEMICAL STORAGE PRACTICES	
Storage Areas	<ul style="list-style-type: none"> ▪ Pest Control contractors <u>are not permitted</u> to store any chemicals on site. ▪ Building tenants may not store chemicals on site for any use or application. ▪ The manufacture, distribution, or sale of any chemical, stored or otherwise, on site is forbidden. ▪ Storage areas off site are the responsibility of the vendor.
Labels and Product Information	<ul style="list-style-type: none"> ▪ All chemicals must be clearly labeled and the manufacturer's product label, instructions use and MSDS sheet must be readily available. ▪ Chemicals must never be placed in unmarked containers.
Health & Safety	<ul style="list-style-type: none"> ▪ Chemical safety precautions, personnel protective equipment, and first-aid provisions be adhered to by the vendor's technicians. ▪ Emergency telephone numbers must be readily available to the vendor's technician. These numbers and other emergency facilities must be checked and updated as
Signage	<ul style="list-style-type: none"> ▪ NA

CHEMICAL PREPARATION AND HANDLING PRACTICES	
Choosing Chemicals	<ul style="list-style-type: none"> ▪ Identify which chemicals are being used and the exact problems they are intended to resolve. The more that is known about the problem, the less chance there is of making a mistake. The words organic, natural and biodegradable in this context do not guarantee that they are safe. Chemicals should only be used a last resort in the ▪ Use the City of San Francisco's Pesticide Hazard Screening List as a guide to determine chemicals used on-site are considered Tier 3 (least-toxic) and exempt from universal notification. ▪ Chemicals not listed in the City of San Francisco's Pesticide Hazard Screening List that meet the Tier 3 criteria may also be considered least toxic, however the responsible parties should be prepared to demonstrate equivalency between the ▪ Chemicals that do not meet the Tier 3 criteria are prohibited from use on site unless all other reasonable treatment measures have failed and explicit permission for their use is obtained from the Zone Manager sufficiently in advanced to comply with the universal notification requirements, OR, unless emergency conditions exist in which case permission for their use may be granted immediately.
Mixing Chemicals	<ul style="list-style-type: none"> ▪ Pest Control contractors shall pre-mix any chemicals needed before arrival. ▪ Accurate measurements must be made during both mixing and application phases. Use most suitable chemical, in the minimum necessary amount, to achieve the desired ▪ Only the appropriate quantity of chemical necessary to complete the job may be removed from a container for immediate mixing and use. ▪ Unused chemicals must be properly removed and stored off site.
Health Precautions	<ul style="list-style-type: none"> ▪ Any vendor's personnel handling or mixing chemicals must be properly trained and certified, where required by law, in the use of any necessary or specialized equipment personal protective equipment. ▪ Proper health surveillance must be available to all those working with chemicals.
Chemical Transport	<ul style="list-style-type: none"> ▪ All chemical containers transported to or from the facility by the vendor must comply with the instructions listed on the product label and all applicable Federal, state, and local and regulations governing transportation. ▪ Do not transport chemicals in vehicles used for carrying people or food.

CHEMICAL APPLICATION PRACTICES	
User Qualifications	<ul style="list-style-type: none"> ▪ If a chemical pesticide application is under consideration, the Pest Control contractor responsible for the application shall communicate with the Zone Manager to determine the best product and obtain approval for the application. ▪ A state certified pest control applicator must supervise and control the preparation and use of all chemical pesticide applications. ▪ The Zone Manager must be notify all building occupants, in accordance with the requirements of this Plan, anytime chemicals are applied to the building or grounds, unless such notification is otherwise exempted.
Considerations	<ul style="list-style-type: none"> ▪ Time the chemical treatment to coincide with the presence of the pest. Preventative calendar based chemical treatments are not consistent with an IPM approach, and are prohibited. ▪ Use a selective chemical that has the least effect on non-target species and treat only the area affected.
User Safety	<ul style="list-style-type: none"> ▪ Chemical pesticides must be applied according to all label directions, as well as any additional guidance issued by the Illinois Department of Public Health (interior pest control) or Illinois Department of Agriculture (exterior pest control). ▪ Applicators must comply with local, state, and federal regulations pertaining to pesticide applications, and shall observe all safety precautions during performance of their duties. ▪ Pest Control contractor will determine and provide any additional personal protective equipment required to ensure safety of the applicator. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health (OSHA) or National Institute of Occupational Safety and Health (NIOSH) standards for product(s) being used. ▪ Applicators must wear protective clothing, change clothing as necessary, and wash thoroughly with soap and water after applying chemicals pesticides. ▪ Eating, drinking and smoking are prohibited when using or handling chemicals. ▪ Anyone handling toxic chemicals that pose a potential health or safety hazard must be accompanied by at least one other person into the work area, and the work area should be well-ventilated at all times. ▪ Users must be familiar with the potential health effects of the chemicals they are using, and how the chemicals may enter the body (exposure routes). ▪ Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work if they are feeling ill and seek medical immediate medical advice.
Limited Access	<ul style="list-style-type: none"> ▪ When chemical spraying is the method of application, the area of application must be clearly marked and unnecessary access prevented while spraying is in progress. ▪ Control the reentry of people into the treated area according to label instructions.
Equipment	<ul style="list-style-type: none"> ▪ Equipment must be frequently checked and properly maintained by the vendor, both for health and safety reasons and to minimize spray drift.
Weather/Time Restrictions	<ul style="list-style-type: none"> ▪ Spraying must not be carried out in unsuitable weather. Anyone operating sprayers have access to a wind-speed meter and only spray when the wind speed is negligible. ▪ Hours of work must be controlled so that building occupants are not exposed.

CHEMICAL DISPOSAL PRACTICES BY VENDOR	
Conditions of Disposal	<p>As most chemical pesticides are extremely toxic, proper disposal of unused chemicals by the vendor is paramount to maintaining the health of building occupants and the safety of the environment. Disposal methods will depend on:</p> <ul style="list-style-type: none"> ▪ Quantity of waste for disposal ▪ Chemical and biological degradability of the active ingredients ▪ Toxic properties ▪ Concentration ▪ Physical form of the waste ▪ Disposal options available
General Guidelines	<ul style="list-style-type: none"> ▪ Onsite chemical disposal is prohibited. ▪ Pest Control contractors must remove their chemicals from the site for proper disposal. Always follow the manufacturer's and/or supplier's instructions even when disposing of empty containers. ▪ Chemical wastes should never be combined with any general building waste.
Containers/ Labels	<ul style="list-style-type: none"> ▪ Never transfer chemicals to unlabelled or mislabeled containers. Keep them in clearly labeled containers even when disposing them. ▪ Do not reuse chemical containers. ▪ Puncture containers after they have been used to prevent reuse.
Authorization	<ul style="list-style-type: none"> ▪ Only authorized waste-disposal contractors and authorized disposal sites may be used.

BASIC VEGETATION PEST CONTROL PRACTICES	
Maintenance	<ul style="list-style-type: none"> ▪ Keep the building grounds well-maintained at all times. ▪ Maintenance personnel shall apply mulch to plant beds, warding off weeds and other
Plantings	<ul style="list-style-type: none"> ▪ Plant at the right time and in the right places. Seedlings must not be planted too early, nor located in unsuitable conditions. ▪ Avoid monocultures by mixing plant species in planters and gardens. ▪ Maintain shrubs at least 18 inches from building. ▪ Maintain tree plantings at least 5-10 feet from building.
Manual Controls	<ul style="list-style-type: none"> ▪ Landscape shall be hand weeded and chemical control shall be kept to a minimum. This measure prevents human and environmental exposure to hazardous chemicals.
Chemical Controls	<ul style="list-style-type: none"> ▪ All chemicals controls and applications will conform to the requirements of the building's IPM plan. ▪ Only least-toxic pesticides as defined by the City of San Francisco's Pesticide Hazard

BASIC VEGETATION PEST CONTROL PRACTICES . . . continued	
	<p>Screening List are approved for use onsite, unless emergency conditions exist or other reasonable control efforts have failed.</p> <ul style="list-style-type: none"> ▪ Chemicals not meeting the criteria for least-toxic pesticide must be approved by the Zone Manager.
Inspection Schedule & Location	<ul style="list-style-type: none"> ▪ The landscape contractor shall visit the site at regular intervals to monitor and inform Zone Manager of any pest activity.

BASIC IPM PRACTICES	
Site/Building Cleanliness	<ul style="list-style-type: none"> ▪ Keep garbage containers clean, free of odors and covered at all times. Sanitation measures reduce habitat and food sources for pests. ▪ Keep areas around garbage containers free of spillage or garbage to prevent the collection of trash or debris on the ground around or underneath the containers. ▪ Keep grounds free of high weeds, trash, old equipment and debris, as these conditions create ideal harborage for rodents. ▪ Seal pipe penetrations and openings in building façade. ▪ Remove or replace aging, broken, or missing garbage and recycling receptacles. ▪ Ensure collection frequency of garbage and recycling is sufficient to prevent spill over.
Structural Integrity	<ul style="list-style-type: none"> ▪ Maintain the building exterior in good repair with no holes or openings larger than 1/4 inch including, but is not limited to, windows, doors, fans, vents, etc. Structural repairs pests from entering the building. ▪ Address any deficiencies in the building exterior with corrective measures, i.e., cementing, screening, caulking, installing stripping on door bases, etc. ▪ Maintain door sweeps on all applicable doors to produce a good seal to the ground.
Inspection Schedule and Location	<ul style="list-style-type: none"> ▪ Visual inspections shall be performed at least 1 time per month, with treatment if necessary. ▪ After each visit, the pest contractor shall provide a printed service report that includes written observations, recommendations and details of IPM activities for the Zone Manager to review and refer to the appropriate facility personnel.

SPECIES-SPECIFIC ANIMAL CONTROL STRATEGIES	
Ants	<ul style="list-style-type: none"> ▪ All food handling areas should be cleaned frequently and food should be stored in sealed containers or in the refrigerator or freezer. ▪ Prune branches close to the building and when practical, remove structures (such as fences) that might create a bridge for the ants to cross.
Bed Bugs	<ul style="list-style-type: none"> ▪ Bed bugs are extremely difficult to eliminate without a coordinated and intensive intervention. If a bed bug infestation is suspected, tenants or the vendor shall report the sighting to the Zone Manager immediately.
Caterpillars	<ul style="list-style-type: none"> ▪ Bacterial insecticides derived from natural ingredients are available to control caterpillars.

SPECIES-SPECIFIC ANIMAL CONTROL STRATEGIES . . . continued	
Cockroaches	<ul style="list-style-type: none"> ▪ Cockroaches contaminate food with their excrement and secrete an unpleasant odor that can permeate the indoor environment. ▪ There are five main species of cockroaches and effective control depends on identifying them correctly. ▪ Integrated pest management measures for controlling cockroaches include effective hygiene and exclusion practices. ▪ All food handling areas should be cleaned frequently. ▪ Remove cardboard boxes from the building to limit cockroach access to shelter. ▪ Clean drains and traps regularly to minimize infestations. ▪ Where cockroach infestations are confirmed, ongoing control efforts are necessary on a regular basis because of the mobility, reproduction, longevity, and behavior of cockroaches. This may include vacuum clean outs, traps, bait stations, and chemical controls. ▪ Only an approved Pest Control contractor may apply chemical controls.
Dust Mites	<ul style="list-style-type: none"> ▪ Fabrics and carpets attract and generate dust and dust mites. To keep dust mites at bay, keep building well-ventilated and dry. ▪ Vacuum carpets frequently and wash fabrics often.
Flies	<ul style="list-style-type: none"> ▪ Flies reproduce more readily in waste and manure, which is where control should begin. In warm weather conditions, the reproduction cycle—from egg, to larva, to pupa, to adult winged fly – requires approximately one week. ▪ Collection of wastes and recycling should be carried out daily. ▪ Keep refuse areas and kitchens clean to avoid providing flies with breeding grounds. ▪ Ensure dustbin lids fit tightly and the interiors of bins are cleaned regularly to keep surfaces free of food material. ▪ Use fine mesh window and door screens as a barrier against entry by any flying insect.
Mosquitoes	<ul style="list-style-type: none"> ▪ The best control method for mosquitoes is to eradicate their habitat. ▪ Because they like moisture and lay their eggs in standing water, it is important not to leave flower pots, buckets, plastic sheeting or other open containers outside collecting water. ▪ Ensure that any rainwater collectors are fitted with lids. ▪ Clear debris from gutters and drains to ensure there is no standing water after rain and drain unused pools or fountains so that the water cannot become stagnant. ▪ Drain or fill depressions, mud flats, and other areas that might hold water. ▪ Repair leaking taps and air-conditioning units so that puddles cannot form and ensure that sewage systems are properly maintained and in good working order. ▪ Avoid over-irrigation of the landscape, and keep plants well maintained. ▪ To prevent mosquitoes from coming indoors, fit fine-mesh screens to doors and windows.
	<ul style="list-style-type: none"> ▪ The Zone Manager should be notified whenever rodents are sighted outside the building. The Zone Manager will contact the Pest Control contractor and the Chicago Department of Streets & Sanitation to determine the appropriate course of action.
Slugs and Snails	<ul style="list-style-type: none"> ▪ There are various non-chemical solutions to eliminate slugs and snails, including putting salt or sharp shingle around vulnerable plants, drowning them in beer or simply throwing them over a fence. Elemental copper bands also repel snails and slugs.
Wasps and Hornets	<ul style="list-style-type: none"> ▪ As honeybees are a functional part of the landscape, and active hives are maintained by CCGT volunteers, any wasp or hornet sighting shall be reported to Zone Manager. The Zone Manager will contact the Pest Control contractor to determine the appropriate course of action. ▪ Wasp and hornet control efforts will utilize methods with the least potential impact to resident honeybee populations.
	<ul style="list-style-type: none"> ▪ Pest Control contractors and building tenants are forbidden from applying any chemical controls to active beehives maintained by the City without prior approval

D. SUSTAINABLE PURCHASING POLICY

I. SCOPE

This Sustainable Purchasing Policy (Policy) applies to the sustainable purchasing associated with City of Chicago (City) facilities; and that are within the City’s control. Although this Policy is specifically developed for 2FM’s purchases, each City Department is responsible for identifying purchase needs and requirements and ensuring that their contracts are in compliance with this Policy.

This Policy applies to sustainable purchasing of the following types of products:

- Ongoing Consumables
- Durable goods
- Building materials used in facility alterations and additions
- Lamps and light bulbs
- Food (when applicable)

Facility personnel are encouraged to also consider the following areas of interest:

- Packaging
- Recycled Content
- Post-consumer Use and Recycling Opportunities
- Locally-sourced Options

II. GOALS

To purchase products in a manner that will:

- be fiscally responsible
- protect the environment and public health
- conserve natural resources
- minimize waste, including landfilling and incineration, and reduce toxicity

III. REVISION HISTORY

The following table describes changes made to this Policy. This Policy may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Descriptio
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

The Department of Procurement Services (DPS), working in conjunction with the user Department, is responsible for issuing contracts on the behalf of the City of Chicago. The Department of Fleet and Facility Management’s (2FM) Finance & Administration Bureau manages the contracting process for 2FM contracts. 2FM’s Bureau of Bureau of Environmental, Health & Safety Management (EHS) provides general Policy implementation support and compliance monitoring to all the Bureaus.

V. QUALITY ASSURANCE CONTROL PROCESS

The party(s) responsible for purchasing products shall periodically evaluate the success of this Policy. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible and as applicable, the annual reports shall include an evaluation of the performance, safety, cost, and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, service providers involved in a building or department’s purchasing policy shall submit all information about proposed practices to the responsible parties listed in Section 4, either through detailed contractual language or addenda that establish protocols and products that will be used onsite. Upon reviewing proposed activities, the responsible parties shall determine compliance with the Policy and approve or deny action. The responsible parties listed in Section 4 shall regularly communicate with all material and product providers and conduct regular site inspections and evaluations to ensure that this Policy is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products prior to contract renewal (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

VI. SUSTAINABLE PURCHASING STRATEGIES

PERFORMANCE METRICS

The practices listed below shall be implemented to the extent noted in the table. When less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target.

The Responsible Parties will record and track purchases on a semi-annual basis. Personnel responsible for purchasing will report applicable purchases to the EHS representative using the provided Materials Purchasing Worksheet. All contracts issued going forward should require vendors to prepare a report documenting the manner by which each product purchase meets the following purchasing criteria.

Materials Purchasing Criteria	Performance Metric	Implementation Target
Ongoing consumables	Percentage of the cost of goods	60%
Electronics and appliances	Percentage of the cost of goods	40%
Furniture	Percentage of the cost of goods	40%
Facility alterations and additions	Percentage of the cost of goods	50%
Reduced mercury in lamps	Percentage of the number of lamps	90%
Food	Percentage of the cost of goods	25%

Sustainable Purchasing of Ongoing Consumables

The term “ongoing consumables” refers to low-cost-per-unit materials that are regularly used and replaced through the course of daily business operations. These products may include, but are not limited to: printing and copying paper, notebooks, envelopes, business cards, sticky notes, paper clips, toner cartridges, and batteries. The City’s goal is that at least 60% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 50% rapidly renewable material (e.g., bamboo, cotton, cork, wool)
- Contains at least 50% materials harvested and extracted and processed within 500 miles of the facility
- Consists of at least 50% Forest Stewardship Council (FSC)-certified paper products
- Rechargeable batteries

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City’ requests that vendors notify them of recycled content and reduced packaging options or alternative products that would comply with the above specifications. Nothing contained in this Policy shall be construed as requiring the City to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

Sustainable Purchasing of Durable Goods

The term “durable goods” refers to higher-cost-per-unit materials that are replaced infrequently and/or may require capital outlays to purchase. These products may include, but are not limited to: office equipment (such as computers, monitors, printers, copiers, fax machines), appliances (refrigerators, dishwashers, water coolers), external power adaptors, televisions, and furniture. The purchasing criteria for these products fall into the following two categories.

Electronics and Appliances

The City’s goal is that at least 40% of the cost of goods purchased will comply with one or more of the following criteria:

- Energy Star labeled products, when available
- Electronic Product Environmental Assessment Tools (EPEAT) rated products (at least bronze level)
- The equipment replaces conventional gas-powered equipment, i.e. maintenance equipment and vehicles

Furniture

The City will make it a priority to reuse furniture as much as possible. When new furniture must be purchased, the goal is that at least 40% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 70% salvaged material from off-site or outside the organization

- Contains at least 70% salvaged material from on-site through an internal materials and equipment reuse program
- Contains at least 50% rapidly renewable material (bamboo, cotton, cork, wool)
- Contains at least 50% materials harvested, extracted and processed within 500 miles of the facility/site
- Consists of at least 50% Forest Stewardship Council (FSC) certified wood

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City requests that vendors notify them of Energy Star and sustainable furniture opportunities that would comply with the above specifications, as well as reduced packaging options.

Sustainable Purchasing: Facility Alterations and Additions

This Policy covers materials that are permanently or semi-permanently attached to a building itself in the course of facility renovations, demolitions, refits and new construction additions. These products may include, but are not limited to: building components and structures (wall studs, insulation, doors, windows), panels, attached finishes (drywall, trim, ceiling panels), carpet and other flooring materials, adhesives, paints and coatings. The City's goal is that at least 50% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 70% salvaged material from off-site or outside the organization
- Contains at least 70% salvaged material from on-site through an internal materials and equipment reuse program
- Contains at least 50% rapidly renewable material (bamboo, cotton, cork, wool)
- Contains at least 50% materials harvested/extracted and processed within 500 miles of the facility/site
- Consists of at least 50% Forest Stewardship Council (FSC) certified wood
- Specific requirements for paints, coatings, adhesives, and sealants are provided in the Appendix and summarized below:
 - Adhesives, paints and sealants (both indoor and outdoor) must comply with the VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, GS-36, and GS-11.
 - Clear wood finishes, floor coatings, stains, sealers and shellacs must comply with the VOIC content limits of SCAQMD Rule #1113.
 - Anti-corrosive and anti-rust pains applied to interior ferrous metal substrates must comply with the VOC content limit of 250 g/L established in GC-03.
- Finished flooring is FloorScore-certified and constitutes a minimum of 25% of the finished floor area
- Carpet and carpet cushion meets the requirements of the Carpet and Rug Institute (CRI) Green Label Plus carpet testing program
- Composite panels and agrifiber products contain no added urea-formaldehyde resins

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City requests that vendors notify them of potential opportunities that would comply with the above specifications, as well as reduced packaging options.

Sustainable Purchasing: Toxic Material Source Reduction – Reduced Mercury in Lamps

The City seeks to reduce the amount of mercury brought into all sites through purchase of lamps and light bulbs for the buildings and associated grounds. The City's goal is that at least 90% of the number of lamps purchased will meet the following overall mercury-content target:

- No more than 90 picograms of mercury per lumen-hour

City representatives acknowledge the value of purchasing low-mercury lamps and require that vendors support that effort when appropriate and/or possible. The City requests that vendors notify them of specific lamps and other opportunities that would comply with the above specifications, as well as reduced packaging options.

Sustainable Purchasing: Food

This Policy is applied to all food purchases including but not limited to food provided in the employee kitchen, coffee/tea provided, food catered on-site and take-out food provided for events and/or meetings. The City's goal is that at least 25% of the total cost of all food and beverages purchased will comply with one or more of the following criteria:

- Labeled USDA Organic
- Labeled Food Alliance Certified
- Labeled Rainforest Alliance Certified
- Achieves Fair Trade Label
- Achieves Marine Stewardship Council's Blue Eco-Label
- Produced within a 100-mile radius of the site

The City acknowledges the value of purchasing sustainable food and beverages and requires vendor support in sustainable food purchasing when appropriate and/or possible. The City requests that vendors notify them of potential opportunities that would comply with the above specifications, as well as reduced/recyclable packaging options.

APPENDIX: VOC LIMITS FOR PAINTS, COATINGS, ADHESIVES AND SEALANTS

Architectural Applications	VOC Limit [g/L less water]	Specialty Applications	VOC Limit [g/L less water]
Indoor carpet adhesives	50	PVC welding	510
Carpet pad adhesives	50	CPVC welding	490
Wood flooring Adhesives	100	ABS welding	325
Rubber floor adhesives	60	Plastic cement welding	250
Subfloor adhesives	50	Adhesive primer for plastic	550
Ceramic tile adhesives	65	Contact adhesive	80
VCTand asphalt adhesives	50	Special purpose contact adhesive	250
Drywall and panel adhesives	50	Structural wood member adhesive	140
Cove base adhesives	50	Sheet applied rubber lining operations	850
Multipurpose construction adhesives	70	Top and trim adhesive	250
Structural glazing adhesives	100		
Substrate Specific Applications			
Substrate Specific Applications	VOC Limit [g/L less water]	Sealants	VOC Limit [g/L less water]
Metal to metal	30	Architectural	250
Plastic foams	50	Non membrane roof	300
Porous materials (except wood)	50	Roadway	250
Wood	30	Single ply roof membrane	450
Fiberglass	80	Other	420
Sealant Primers			
Sealant Primers	VOC Limit [g/L less water]	Aerosol Adhesives	VOC Limit
Architectural nonporous	250	General purpose mist spray	65% by weight
Architectural porous	775	General purpose web spray	55% by weight
Other	750	General purpose aerosol adhesives	70% by weight
Paints			
Paints	VOC Limit [g/L]	Clear Wood Finishes, Floor Coatings, Sealers, and Shellacs	VOC Limit [g/L]
Interior nonflat			350
Interior flat	50	Clear wood finishes Lacquer	550
Exterior nonflat	200	Floor Coatings	100
Exterior flat	100	Sealers – Waterproofing	250
		Sealers – Sanding	275
		Sealers–All Other	200
		Shellac–Clear	730
		Shellac – Pigmented	550
		Stains	250
Anti-Corrosive and Anti-Rust Paints			
Anti-Corrosive and Anti-Rust Paints	VOC Limit [g/L]		
Applied to interior ferrous metal substrates	250 g/L		

E. GREEN CLEANING POLICY AND PROGRAM PLAN

I. SCOPE

This Green Cleaning Policy and Program Plan (Plan) addresses environmental best practices for cleaning the interior of City of Chicago (City) facilities. Specifically, it addresses purchasing sustainable cleaning, hard-floor and carpet products, and entryway systems; procuring sustainable cleaning equipment; developing and implementing standard operating procedures for effective cleaning; promoting and improving hand hygiene; developing guidelines for handling cleaning chemicals; developing staffing and employee training requirements; collecting and addressing occupant feedback; and establishing procedures for use of chemical concentrates and dilution systems.

II. GOALS

The goal of this Plan is to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

III. REVISION HISTORY

The following table describes changes made to this Plan. This Plan may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Descriptio
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

The Department of Fleet and Facility (2FM) Assistant Commissioner, with support from each Zone Manager, is responsible for developing and managing the implementation of the Plan. Personnel involved with various elements of the green cleaning program shall carry out their tasks according to this Plan, and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Plan shall review all proposed cleaning activities before implementation.

V. QUALITY ASSURANCE CONTROL PROCESS

The 2FM party(ies) responsible shall periodically evaluate the success of the Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, the 2FM responsible party(ies) shall review all proposed cleaning activities. Upon reviewing proposed activities, the responsible party(ies) shall determine if they meet the criteria of this Plan and approve or deny action.

The 2FM responsible party(ies) shall regularly communicate with all cleaning staff, and conduct regular site inspections and evaluations to ensure that the Plan is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products

(typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

VI. CLEANING PRODUCTS

PERFORMANCE METRICS AND MEASUREMENT

The practices listed below shall be implemented, to the extent practicable, with a target goal of 90% of products complying. The Responsible Party shall assign staff to track usage of both compliant and noncompliant products.

Cleaning Products	Performance Metric	Implementation Target
IEQc3.3: Green Cleaning, Sustainable Cleaning Equipment	NA	90%

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products, used at City facilities shall, when possible, meet the requirements of LEED EBOM IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

LEED EMOB IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
 - o Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - o Environmental Choice CCD-110, for cleaning and degreasing compounds
 - o Environmental Choice CCD-146, for hard-surface cleaners
 - o Environmental Choice CCD-148, for carpet and upholstery care.
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - o Green Seal GS-40, for industrial and institutional floor-care products
 - o Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - o Environmental Choice CCD-113, for drain or grease-trap additives
 - o Environmental Choice CCD-115, for odor-control additives
 - o Environmental Choice CCD-147, for hard-floor care
 - o California Code of Regulations maximum allowable VOC levels for the specific product category.
- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - o U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - o Green Seal GS-09, for paper towels and napkins
 - o Green Seal GS- 01, for tissue paper

- o Environmental Choice CCD-082, for toilet tissue
- o Environmental Choice CCD-086, for hand towels
- o Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
- Hand soaps meet one or more of the following standards:
 - o No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - o Green Seal GS-41, for industrial and institutional hand cleaners
 - o Environmental Choice CCD-104, for hand cleaners and hand soaps.

In addition, floor coating products will preferentially be free of metals such as zinc. The intent of this requirement is to reduce the content and use of toxic materials in cleaning systems and those that may enter the Chicago River or Lake Michigan.

All cleaning agents used by the Contractor will be of a quality acceptable to the Department of Fleet and Facility Management (2FM) and the Chicago Public Library and appropriate for the surface being cleaned. No abrasive cleaner or pads will be used on marble, glass, plastic, painted, chrome, stainless steel, aluminum, wood, or porcelain surfaces.

Recordkeeping

The Contractor must provide documentation indicating Green Seal certification, or actual labels from product containers with the demonstrating that the cleaning products in use are certified, or independent third- party validation that the products meet the Green Seal criteria. All product documentation must be maintained at the job site at all times.

VII. CLEANING EQUIPMENT

PERFORMANCE METRICS AND MEASUREMENT

All applicable cleaning equipment, including those supplied by a vendor, shall comply with the criteria listed below. The 2FM Responsible Party shall assign staff to track the percentage of all equipment that meets the criteria, based number of pieces of equipment.

Cleaning Equipment	Performance Metric	Implementation Target
IEQc3.4: Green Cleaning, Sustainable Cleaning	NA	90%

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING EQUIPMENT

Purchase Criteria

All new equipment acquisitions shall comply with the requirements of IEQc3.4: Green Cleaning, Sustainable Cleaning Equipment:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program— Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and shall operate with a sound level less than 70dBA.

- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., 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 less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries. 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.

Recordkeeping

A log shall be kept for all powered cleaning equipment to document the date of purchase and all repair and maintenance activities. Vendor cut sheets for all equipment used onsite shall be stored onsite. When cleaning equipment replacement is necessary, acquisition dates and supporting documentation shall be retained to demonstrate that all newly acquired equipment complies with the specifications.

VIII. HARD-FLOOR AND CARPET MAINTENANCE

PERFORMANCE METRICS AND MEASUREMENT

Floor-care maintenance shall consistently be performed according to written protocols, without exception. Quality control checks will be used to ensure 100% adoption of hard-floor and carpet maintenance practices.

Maintenance Activity	Performance Metric	Implementation Target
Hard-floor and carpet maintenance practices	NA	100%

PRACTICES TO OPTIMIZE HARD-FLOOR AND CARPET MAINTENANCE

- The floor and carpet maintenance program at City facilities is designed to use few, or no, harmful chemicals; remove and eliminate irritating dust, dirt and other contaminants; and protect and preserve floors.
- To minimize chemical use, the frequency of stripping or removing coatings at City facilities will be reduced to twice per year and is able to maximize the floor’s longevity, thereby conserving cleaning and floor restoration materials and minimizing occupants’ exposure to harmful chemicals.
- A written floor maintenance plan and log shall be maintained, which details the number of coats of floor finish being applied as the base and other applications (top coat), along with all relevant maintenance/restoration practices and the dates and duration of these activities.

- Daily, floors are mopped and floors are vacuumed. All hard surfaces are dry mopped or damp mopped and vacuumed.
- The carpet cleaning process utilizes minimal amounts of water.

IX. ENTRYWAY SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting effective use of entryway systems shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

Maintenance Activity	Performance Metric	Implementation Target
Entryway system	NA	100%

PRACTICES TO OPTIMIZE USE AND MAINTENANCE OF ENTRYWAY SYSTEMS

All entryways and entrances into City facilities shall be equipped with walk-off mats:

- Recessed walk-off 1st mats at floor entrances will be cleaned semi-annually. Staff will be trained to carefully remove the mats, thoroughly clean recessed substrates and reinstall the mats.
- Walk-off mats at all primary entrances shall be vacuumed daily. Also, the mats will be washed and cleaned every 2 weeks or as needed. The long dimension of the mats shall be laid in the direction of travel at the entry.
- The walk-off mats shall be professionally cleaned on a bi-weekly basis and thoroughly vacuumed onsite on a daily basis. The flooring beneath the mats shall be vacuumed and mopped on a regular basis as needed to minimize accumulation of dirt and debris.
- Secondary entrances shall also have walk-off mats to capture initial loose particles entering the building. These mats must be vacuumed daily, and the floor beneath shall be vacuumed and on a regular basis as needed to minimize accumulation of dirt and debris.

X. HAND HYGIENE

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting hand hygiene shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

Hygiene Activity	Performance Metric	Implementation Target
Hand hygiene	NA	100%

PRACTICES TO OPTIMIZE HAND HYGIENE

- All restroom facilities, including those in guest rooms, public areas and back-of-house spaces shall include appropriate hand soaps. (See Section 6.)
- Also located in selected facility are hand sanitizer dispensers for visitors and other building occupants to use.

XI. HANDLING AND STORAGE OF CLEANING CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. Quality control checks will be used to ensure 100% adoption.

Cleaning Chemical Handling and Storage Activity	Performance Metric	Implementation Target
Safe handling and storage	NA	100%

PRACTICES TO OPTIMIZE HANDLING AND STORAGE OF CLEANING CHEMICALS

The following protocols have been established to mitigate spills, leaks and mismanagement.

Storage

- Cleaning chemicals are stored in a single-locked janitorial closet on the ground floor. Workers access chemicals at the beginning of their shift and as needed.

Chemical Dilution Systems (See Section 12)

MSDS Storage

- The cleaning chemical supplier is required to provide accurate MSDSs for all chemicals delivered to the building.
- MSDSs are filed, in duplicate, in the chemical storage room on the first floor and with the vendor.
- The cleaning chemical supplier maintains a toll-free hotline that can be called in the event of spills or accidents to access safety data and protocols.

Emergency Procedures

All on the job injuries shall be reported to the Security Guard or Manager on site, regardless of whether or not the injury is such that it requires a 911 emergency call.

XII. USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

PRACTICES TO OPTIMIZE USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

Chemical concentrates and dilution systems are used according to the procedures below to minimize risk to staff and occupants, and to conserve resources.

Dilution System Description

When practical, dilution systems should have closed-loop dispensers. For each dilution system utilized, a description of the system including but not limited to manufacturer, system components, and location in the building will be documented. This information must be maintained on site at all times.

Protocol for Use

Cleaning chemicals supplied as concentrates must be accompanied with the appropriate dilution systems used to accurately measure concentrates and to minimize worker exposure to concentrated chemicals. Procedural steps for the appropriate use for each of the dilution systems must be recorded and maintained on site at the location of the dilution system at all times.

Maintenance

For each dilution system, a description of the maintenance procedures including the entity responsible for the maintenance will be provided. This information must be maintained on site at the location of the dilution system at all times.

XIII. VULNERABLE BUILDING OCCUPANTS

To protect vulnerable building occupants, such as pregnant women, children, asthmatics, elderly occupants, individuals with allergies and highly sensitive individuals, cleaning staff shall use only low/no VOC cleaning products; they shall perform routine cleaning and floor restoration activities at times when the majority of occupants are not in the area or have left the building. Staff shall maintain a high level of cleanliness thus minimizing the presence of irritants.

XIV. STAFFING AND TRAINING

PERFORMANCE METRICS AND MEASUREMENT

All cleaning personnel shall receive regular training. Vendors shall supply evidence of training prior to contract award or renewal. Quality control checks will be used to ensure 100% adoption.

Training Activity	Performance Metric	Implementation Target
Regular training	NA	100%

PRACTICES TO OPTIMIZE STAFFING AND TRAINING

All cleaning staff and managers shall receive environmental safety and health training, addressing, at minimum, hazards associated with the use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

Training Topics

- Employee safety and health compliance as it relates to the cleaning program
- Regulatory compliance standards—OSHA, EPA, and other local, state, and federal rules and regulations
- Unsafe attitudes and conditions in the work place through Job Safety Analysis—OSHA JSA or JHA (Job Hazard Analysis)
- Employee performance improvement, such as accident prevention and record-keeping
- Compliance with health and safety rules, and regulation and confidentiality issue
- Safe chemical storage and handling as provided by the chemical distributor
- Disposal and recycling of cleaning chemicals, dispensing equipment and packaging
- Cleaning/disinfecting restrooms/lobby areas

Annual Training Hours

All 2FM Staff shall receive annual training including monthly safety talks and on-line training courses.

Staffing Plan

To meet cleaning objectives within the building, minimum staffing requirements must be met. Factors such as occupancy rates, seasonal variations and other considerations should be taken into account when adjusting the staffing plan.

Under typical conditions, total cleaning staff time shall be not less than 4 hours per day per facility.

XV. OCCUPANT FEEDBACK AND EVALUATION OF NEW TECHNOLOGIES

PERFORMANCE METRICS AND MEASUREMENT

All guests and employees shall have a mechanism by which to provide feedback on cleaning practices.

Occupants are encouraged to alert the management to any issues relating to the green cleaning program. In addition, management regularly researches and integrates new green cleaning technologies into the building's green cleaning procedures.

SOLID WASTE MANEGEMENT POLICY

I. SCOPE

This Solid Waste Management Policy (Policy) applies to the collection, sorting, diversion, and disposal of ongoing consumables, durable goods, and building materials associated with facility alterations and additions accrued in the operations of City of Chicago (City) facilities and that are within a building and site management's control.

This Policy will apply to, but is not limited to, the following types of materials:

- Ongoing Consumables, including but not limited to:
 - Paper
 - Cardboard
 - Glass
 - Plastic
 - Metals
 - Landscape waste
 - Batteries
- Mercury-containing lamps
- Durable Goods, including but not limited to:
 - Electronic equipment
 - Furniture
- Building Materials used in facility alterations and additions, including but not limited to:
 - Building components and structures (wall studs, insulation, doors, windows)
 - Panels
 - Attached finishings (drywall, trim, ceiling panels)
 - Carpet and other flooring material
 - Adhesives
 - Sealants
 - Paints and coatings

II. GOALS

To manage solid waste in a manner that will:

- protect the environment and public health
- conserve natural resources
- minimize landfilling and/or incineration and reduce toxicity

III. REVISION HISTORY

The following table describes changes made to this Policy. This Policy may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Description
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

The Zone Managers from the Department of Fleet and Facility Management (2FM), with support from 2FM Deputy Commissioner shall implement this Policy at City facilities in coordination with other appropriate personnel, including but not limited to, each facility's operations staff, janitorial/cleaning service, and any contracted waste and recycling haulers. 2FM in conjunction with the Department of Streets & Sanitation (S&S) and waste and recycling vendors will coordinate training, education and outreach programs throughout the building, with the aim of promoting and maintaining the goals of this Policy.

V. QUALITY ASSURANCE CONTROL PROCESS

The parties responsible under Section 4 shall periodically evaluate the success of their applicable sections of this Policy's implementation. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual reports should include an evaluation of the performance, safety, cost and environmental/public health benefits achieved through source reduction, reuse, recycling and composting. Reports should also relate the progress in meeting the stated objectives set forth under Section 4. When feasible, this may include providing a waste audit report on an annual basis and/or estimations of recycling rates for individual facilities and for the City facilities' waste stream as a whole (as data is available and waste and recycling contracts allow).

The responsible parties, listed in Section 4, shall regularly communicate with all service providers, and conduct regular site inspections and evaluations to ensure that the Policy is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products prior to contract renewal to identify opportunities for improvement and expansion of environmentally-friendly practices.

VI. PERFORMANCE METRIC

The successful implementation of this Policy will be measured by the ongoing recycling rate achieved, as data is available and waste and recycling contracts allow. As contracts are procured, requirements for audits and data reporting will be added in order to measure performance with this Policy.

The recycling rate is derived by comparing the amount of consumables diverted from the landfill to those consumables sent to the landfill over a given time period. The Policy's initial performance metric will be to achieve the reuse, recycling and/or composting of:

- At least 50% of the ongoing consumable waste stream (success evaluated based on annual waste audits from vendor)
- At least 80% of discarded batteries
- 100% of all mercury-containing lamps within the building and site management's control
- At least 75% of the durable goods waste stream (by weight, volume, or replacement value)
- At least 75% of waste (by volume) generated by facility alterations and additions

VII. PROCEDURES AND STRATEGIES

The following table lists recyclable wastes at the building site, their disposal method and handling procedures.

Source/Consumable	Disposal Method	Current Handling Procedure
Glass, Plastic, Metals, cardboard, paper, newspaper (commingled recycling)	Building occupants dispose of these trash and recyclables in provided separate bins (typically blue for recycling and black for trash) in each room. Custodial staff consolidates the trash and recyclables for collection by the Hauler.	Trash and recycling are taken away by the Hauler: <ul style="list-style-type: none"> • Recycling (DSS Totes) – every other week • Trash dumpers/compactors – when full (minimum weekly)
Mercury-containing Lamps ¹	All fluorescent lamps and other light bulbs are hauled off-site to be recycled.	2FM staff collects light bulbs and takes them to a central collection location for pick up by the Universal Waste Disposal Contractor. The Contractor recycles light bulbs in accordance to applicable laws and regulations.
Batteries ¹	<p><u>Primary (Non-Rechargeable) Universal Batteries</u> – Hauled off site to be recycled properly disposed of.</p> <p><u>Rechargeable Batteries</u> – Select locations have collection boxes for shipping to a recycler.</p> <p><u>Non-Universal Waste Non-Rechargeable batteries</u> – Disposed of as regular waste.</p>	<p><u>Non-rechargeable universal waste batteries</u> are taken to a central collection location for pick up by the Universal Waste Disposal Contractor. The batteries are separated by type and the Contractor disposes of batteries in accordance to applicable laws and regulations.</p> <p><u>Rechargeable batteries</u> are sent to Call2Recycle and shipped in an approved container and handled in accordance with applicable laws.</p> <p><u>Non-Universal Waste Non-Rechargeable batteries</u> are handled and disposed of as regular waste.</p>

Non- Target Market RFQ for Real Estate Property Management Services,
Specification #132849

Source/Consumables	Disposal Method	Current Handling Procedure
<p>Durable Goods (Electronic Waste and Furniture)</p>	<p>Operations staff collects City-owned electronic devices for eventual decommissioning and recycling, donation, auction or disposal.</p> <p>A secure collection, sorting, and temporary storage area for durable goods is provided at the Pershing facility.</p>	<p>All City-issued computer equipment is handled by DOIT and coordinated through each department's Information Technology Strategy Committee (ITSC). Other applicable electronics (TVs, fax machines, wires etc.) are handled through Cook County's Electronic Waste Collection, Recycling and Disposal contract.</p> <p>Furniture in good condition is reused or auctioned off. Furniture that cannot be reused or auctioned may be donated (such as to the ReBuilding Exchange, Habitat for Humanity, Salvation Army or another local charitable organization) in compliance with the Department of Procurement Service's City asset disposal requirements.</p> <p>Items that cannot recycled, donated, or auctioned off are hauled offsite by an authorized waste hauler/recycler and disposed as appropriate.</p> <p>Individual tenants are responsible for tracking durable goods and reporting their disposition to 2FM.</p>
<p>Building Materials</p>	<p>2FM coordinates with employees, contractors, and operations staff to collect construction waste for re-use/recycling. Each project would have its own dumpster(s)</p>	<p>Construction waste is hauled off site by an authorized waste hauler contracted with 2FM (in-house jobs) or by the contractor (JOC) and recycled in accordance with all applicable laws, including the City of Chicago's construction and demolition (C&D) debris recycling ordinance and regulations. Employees, contractors, and 2FM operations staff track building materials and report their disposition to 2FM.</p>

¹See the 2FM Universal Waste Management Standard Operating Procedures for additional information.

F. WATER EFFICIENCY ECONOMIC ASSESSMENT POLICY

I. SCOPE

This Water Efficiency Economic Assessment Policy (Policy) mandates an economic assessment of conversion to high-performance plumbing fixtures and fittings as part of any future indoor plumbing renovations at City of Chicago (City) facilities. This policy applies to all indoor potable water fixtures and fittings within a City facility.

II. GOALS

The goal of this Policy is to ensure that a water efficiency economic assessment is performed at City of Chicago (City) facilities for any future water fixture upgrades at a building and that water use reduction strategies are explored at this time.

III. REVISION HISTORY

The following table describes changes made to this Policy. This Policy may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Description
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

Director of Trades and General Foreman of General Trades from the Department of Fleet and Facility Management (2FM), with support from 2FM Deputy Commissioner, shall implement this Policy within all buildings in coordination with other appropriate organization personnel, who are associated with water fixture upgrades in City buildings.

V. QUALITY ASSURANCE CONTROL PROCESS

The 2FM responsible parties shall periodically evaluate the success of this Policy. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual reports shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, service providers involved in a building's water fixture upgrade shall submit all proposed plumbing renovation activities to the 2FM responsible parties, listed in Section 4. Upon reviewing proposed activities, the 2FM responsible parties shall determine if they meet the criteria of the Policy and approve or deny action.

The 2FM responsible parties shall regularly communicate with all service providers, and conduct regular site inspections and evaluations to ensure that the Policy is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products

prior to contract renewal to identify opportunities for improvement and expansion of environmentally-friendly practices.

VI. PERFORMANCE METRIC

Water efficiency economic assessment shall be performed as part of any future indoor plumbing renovations, balancing economic analysis with water efficiency goals. Any replacement fixtures will meet or exceed the following UPC/IPC Standards and the City will strive to meet the following EPA WaterSense Standards wherever possible:

Fixture	UPC/IPC Standards	EPA WaterSense Standards
Water Closet	1.6 GPF	1.28 GPF
Urinal	1.0 GPF	0.5 GPF
Public Lavatory Faucet	0.5 GPM	---
Private Lavatory Faucet	2.2 GPM	1.5 GPM
Kitchen/Janitorial Sink	2.2 GPM	---
Shower	2.5 GPM	2.0 GPM

GPF – gallons per flush GPM

– gallons per minute

VII. PROCEDURES AND STRATEGIES

Any water efficiency economic assessment will take into account the following first costs and operational savings:

1. Equipment costs
2. Installation labor
3. Water utility savings
4. Sewage utility savings
5. Potential maintenance costs
6. Hot water energy savings

VIII. SECTION 7: RELEVANT DEFINITIONS

Nonpotable Water is water that is not suitable for human consumption without treatment that meets or exceeds EPA drinking water standards.

Plumbing fixtures and fittings are receptacles, devices, or appliances that are either permanently or temporarily connected to the building’s water distribution system and receive liquid or liquid-borne wastes and discharge wastewater, liquid-borne waste materials, or sewage either directly or indirectly to the drainage system of the premises. This includes water closets, urinals, lavatories, sinks, showers and drinking fountains.

Potable Water is water that is suitable for drinking and is supplied from wells or municipal water systems.

H. CONSTRUCTION INDOOR AIR QUALITY (IAQ) MANAGEMENT PLAN

I. SCOPE

The purpose of this Construction Indoor Air Quality Management Plan (Plan) is to reduce indoor air quality problems resulting from the construction / renovation process at City of Chicago (City) facilities in order to help sustain the comfort and well-being of construction workers and building occupants.

The construction process is traditionally an indoor air polluting activity and often results in the contamination of buildings during construction as well as continued contamination after the building is occupied. The HVAC systems are especially prone to contamination from construction particulate matter that contains dust, volatile organic compounds, microorganisms and other contaminants. These contaminants can remain in the HVAC systems for years after occupancy. The Plan's approach is to document activities that identify and reduce indoor air quality (IAQ) problems from dust, moisture, and volatile organic compounds (VOC). Therefore, the documented strategies and activities outlined in this Plan minimize the construction contamination prior to the building being occupied.

IAQ is a critical component of providing a healthy and comfortable indoor environment at City facilities. This Plan presents methods utilized during construction to prevent future IAQ issues. It will also identify applicable portions of the Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) guidelines to be adhered to in the project building whenever facility alterations and additions activities are underway.

II. GOALS

This Plan is being implemented to protect the HVAC system during construction, control pollutant sources and interrupt pathways for contamination.

III. REVISION HISTORY

The following table describes changes made to this Plan. This Plan may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Description
4/22/15	0	Initial

IV. RESPONSIBLE PARTIES

Deputy Commissioner of AEC and Director of Trades Services from the Department of Fleet and Facility Management (2FM), with support 2FM Deputy Commissioner of Facilities, is responsible for developing and managing the implementation of the Plan. Contractors involved with various elements of the Plan shall carry out their tasks according to their contracts and report all relevant activities to the aforementioned parties. On occasion, several contractors may be engaged simultaneously in various elements of the Plan during construction. To ensure an effective and coordinated effort, the

building staff responsible for overseeing the Plan shall review all proposed activities before implementation.

V. QUALITY ASSURANCE CONTROL PROCESS

The 2FM responsible party(ies) shall periodically evaluate the success of this Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual reports shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, service providers involved in a building's plan shall submit all proposed construction activities to the 2FM responsible parties, listed in Section 4. Upon reviewing proposed activities, 2FM shall determine if they meet the criteria of the Plan and approve or deny action.

The 2FM responsible parties shall regularly communicate with all service providers, and conduct regular site inspections and evaluations to ensure that the Plan is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products prior to contract renewal to identify opportunities for improvement and expansion of environmentally-friendly practices.

VI. REQUIREMENTS

Construction and pre-occupancy phases of the building shall be performed as follows:

During Construction

- During construction, meet or exceed the Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, Edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).
- Protect stored onsite or installed absorptive materials from moisture damage.
- Access to area under construction will be limited to only qualified building occupants and staff. Well-defined separation between work and construction areas will occur, including material transfer corridors, e.g., plastic sheeting, barriers.
- If permanently installed air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy.
 - The Construction Management Plan provides methods to meet the SMACNA IAQ Guidelines for Occupied Buildings under Construction, 2007. The SMACNA guideline addresses renovation projects.
 - Provide photos to highlight the implemented construction IAQ practices. Identify the SMACNA approach featured by each photograph, in order to show consistent adherence to the requirements.
 - Provide cut sheets of filtration media used during construction with MERV values highlighted. If MERV rating is not available from the common cut sheets, the

subcontractor must provide manufacturer documentation of the efficiency rating and equivalent MERV value for the filter.

HVAC Protection

- The most significant potential IAQ sources from construction are dust, moisture, and VOCs. The approach for preventing dust-related problems is to identify all sources of dust and protect the HVAC systems. During construction, the return air system openings should have temporary filters that receive frequent periodic maintenance if the HVAC system is being utilized. When activities that produce high dust, such as drywall sanding, concrete cutting, masonry work, wood sawing and insulating or pollution levels occur, the return air system openings should be sealed off completely for the duration of the task by 2FM or the general contractor.
- If the HVAC system is not used during construction, the supply and return air system openings should be sealed off to prevent the accumulation of dust and debris in the duct system. The diffusers should also be sealed in plastic. This activity is the responsibility of the trade professionals performing the work.
- The mechanical rooms should not be used to store construction or waste materials. Rooms should be kept clean and neat at all times. This activity is the responsibility of all Subcontractors.
- Filtration is critical during construction and during startup of the HVAC system. Filter media needs to meet the ASHRAE requirement for MERV Level 8. Where possible, utilize 80% dust spot efficiency filtration.
- Upon periodic inspections during construction, if the ducts become contaminated due to inadequate protection, the ducts will be cleaned professionally. This activity is the responsibility of the operating engineer.
- To document that the above guidelines are followed during the construction phase of the project, pictures will be taken on a routine basis by the general contractor and submitted to the 2FM. 2FM will also inspect periodically and take pictures throughout the duration of the project.

Source Control

- Use of low VOC products as indicated by the specification should be utilized to reduce potential problems. This activity will be verified and checked by the General Contractor. Reference the *Sustainable Purchasing Policy* for additional information regarding the materials used during construction activities. Materials such as caulks, sealants, and cleaning products are the responsibility of 2FM or the general contractor to meet the specification. Use of materials that fail to meet low VOC levels is prohibited in the interior of the building.
- Restrict traffic volume or prohibit idling of motor vehicles where emissions could be drawn into the building. This activity is the responsibility of the 2FM or the general contractor.

- Use electric or natural gas alternatives for gasoline and diesel equipment where possible and practical. 2FM will be responsible for managing this and coordinating.
- Cycle equipment off when not being used or needed. This activity will be overseen by 2FM or the general contractor. Subcontractors will be responsible for their own equipment usage.
- Pollution sources may be exhausted to the outside with portable fan systems. Care should be taken to ensure exhaust does not re-circulate back into the building. Subcontractors to determine needs and coordinate with the General Contractor.
- Containers of wet products should be kept closed as much as possible. Waste materials, which can release odor or dust, should be covered or sealed. This activity is the responsibility of 2FM or the general contractor.

Pathway Interruption

- Utilize dust curtains or temporary enclosures to prevent dust from migrating to other areas when applicable. 2FM or the general contractor is responsible for coordinating this activity.
- Relocate pollutant sources (paints, sealers, adhesives, caulking, cleaners, etc.) as far away as possible from supply ducts, areas occupied by workers, and absorbing materials when feasible. Absorbing materials included drywall, insulation, carpet, ceiling tile, etc. Supply and exhaust systems may have to be shut down or isolated during such activity. The 2FM or the general contractor is responsible for coordinating this activity.
- During construction, isolate and clearly define areas of work to prevent contamination of clean or occupied areas. This can include the use of transfer corridors using plastic sheeting, barriers etc.
- Pressure differentials can be utilized to prevent contaminated air from entering clean areas. The 2FM or the general contractor is responsible for coordinating this activity.
- Depending on climate, ventilate using 100% outside air to exhaust contaminated air directly to the outside during installation of VOC emitting materials. The 2FM or the general contractor is responsible for coordinating this activity.

Housekeeping

- Institute cleaning activities concentrating on HVAC equipment and building spaces to remove contaminants from the building before occupancy. 2FM or the general contractor is responsible for coordinating this activity accordingly.
- All coils, air filters, fans, and ductwork should remain cleaned during installation and should be cleaned before performing the testing, adjusting and balancing of the systems. 2FM or the general contractor is responsible for coordinating this activity with the operating engineer.
- Suppress dust with wetting agents or sweeping compounds. Use an efficient and effective dust collecting method such as a damp cloth, wet mop, vacuum, with particulate filters, or wet scrubber. 2FM or the general contractor is responsible for coordinating this activity accordingly.

- Remove accumulations of water inside the building. Protect porous materials such as insulation and ceiling tile from exposure to moisture. 2FM or the general contractor is responsible for coordinating this activity accordingly
- Provide photographs during construction of the above activities to document compliance. 2FM or the general contractor is responsible for coordinating this activity accordingly.

Scheduling

- Sequence the installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wallboard. If possible, avoid using permanently installed air handlers for temporary heating/cooling during construction.
- Make sure occupancy and construction do not coincide. Wait until the building flush out is completed before occupying the building. 2FM or the general contractor is responsible for coordinating this activity.
- Conduct a building flush out as described below with new filter media after construction ends and before occupancy. The 2FM or the general contractor is responsible for coordinating this activity with the operating engineer.
- **NO CONSTRUCTION ACTIVITIES, INCLUDING PUNCH LIST ITEMS, ARE PERMITTED DURING FLUSH-OUT PERIOD.**

Building Flush-Out

- After construction ends, prior to occupancy and with all interior finishes installed, perform a flush-out of the affected building spaces by supplying a total outdoor air volume of 14,000 cubic feet of outdoor air per square foot of floor area while maintaining an internal temperature of at least 60°F and relative humidity no higher than 60% where cooling mechanisms are operated. The affected space may be occupied only after the delivery of at least 3,500 cubic feet of outdoor air per square foot of floor area and the space has been ventilated at a minimum rate of 0.30 cfm per square foot of outdoor air or the design minimum outside air rate (whichever is greater) for at least 3 hours prior to occupancy until the total of 14,000 cubic feet per square foot of outdoor air has been delivered to the space. The flush-out may continue during occupancy.
 - Provide a description of the project's pre-occupancy flush-out process. Include data regarding temperature, airflow, and duration of flush-out. Additionally, provide information regarding special considerations.

Post Flush-Out

- Upon completion of construction, return HVAC and lighting systems to the designed or modified sequence of operations.

I. EROSION CONTROL AND LANDSCAPE MANAGEMENT PLAN

I. SCOPE

This Erosion Control and Landscape Management Plan (Plan) provides guidelines for protecting and enhancing the natural diversity of City of Chicago (City) facilities, while also supporting high-performance building operations and developing synergies between the building and its environmental context. The Plan covers the entire building and associated grounds at applicable City facilities.

The Plan addresses environmental best practices for:

- Erosion and sedimentation control
- Landscape waste
- Fertilizer use

II. GOALS

Goals include minimizing the impact of site management practices on the local ecosystem and reducing exposure of occupants, staff, and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants.

III. REVISION HISTORY

The following table describes changes made to this Plan. This Plan may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Descriptio
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

Assistant Commissioner, as well as the Zone Managers from the Department of Fleet and Facility Management (2FM), with support from 2FM Deputy Commissioner, are responsible for developing and managing the implementation of the Plan. Contracts with landscape management vendors shall include extensive language describing their role in implementing a building's landscape plan. Contractors involved with various elements of the Plan shall carry out their tasks according to their contracts and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, building staff responsible for overseeing the Plan shall review all proposed activities before implementation.

V. QUALITY ASSURANCE CONTROL PROCESS

The 2FM responsible parties shall periodically evaluate the success of the Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual reports shall include an evaluation of the performance, safety, cost, and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, service providers involved in the building’s plan shall submit all information about proposed practices to the 2FM responsible parties listed in Section 4, either through detailed contractual language or addenda that establish protocols and products that will be used onsite. Upon reviewing proposed activities, the 2FM responsible parties shall determine compliance with the Plan and approve or deny action.

The 2FM responsible parties listed in Section 4 shall regularly communicate with all service providers and conduct regular site inspections and evaluations to ensure that the Plan is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products prior to contract renewal (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

VI. EROSION AND SEDIMENTATION CONTROL

The City’s goal is to protect water and air quality through prevention of soil erosion and sedimentation. Meeting erosion and sedimentation (E&S) objectives includes the establishment of E&S control plans during any infrastructure repairs or other construction activities that result in ground disturbance, as well as ongoing maintenance of a facility’s site to prevent soil erosion and sediment transfer.

PERFORMANCE METRIC

The practices listed below shall be wholly adopted and used in 100% of the construction and routine site maintenance/operations scenarios at City facilities. Quality control checks shall be used to ensure 100% adoption of E&S practices.

Construction and Routine Site Maintenance/Operations	Performance Metric	Implementation Target
E&S Practices	NA	100%

PRACTICES TO OPTIMIZE EROSION AND SEDIMENTATION CONTROL

During Construction Activities

The prevention and control of E&S during construction requires a plan with work methods and devices in compliance with the Illinois Environmental Protection Agency (IEPA) NPDES Permit for Construction activities (<http://www.epa.gov/epaospr/npdes/permits/permits-for-construction/index.html>) and the Chicago Department of Water Management’s stormwater regulations. When applicable based on the type and size of work, these requirements shall be included in construction documents for all projects involving site work or grading. Even for smaller construction sites that are exempt from the requirements, the BMPs included in these regulations should be reviewed and used as much as possible.

During Routine Site Maintenance and Operations

Each site has unique existing controls for erosion and sedimentation control and stormwater management, which may consist of:

- Ground cover
- Retention areas
- Stormwater vault
- Vegetative swales
- Green Roofs

When deteriorated conditions compromise the efficacy of the existing controls, the methods listed in the construction specification apply to the operations and maintenance work. During significant weather events or due to seasonal detritus, soil and organic debris can build up in stormwater drainage systems; routine inspections and maintenance facilitate a fast response to erosion issues and limit the harmful environmental impacts of erosion and sedimentation. A regular inspection of existing controls shall be performed and logged to ensure that deficiencies are identified and remedied. Unless a more stringent Operations and Maintenance plan exists for a site, this includes monthly inspections of the controls listed above, as well as the following when applicable:

- Assessment of slope stability after major rainfall events for site areas with steep slopes
- Inspection for standing water and drainage problems following major rainfall events
- Semiannual inspection and cleaning of roof drains
- Inspection of storm sewers and vaults during major rainfall for evidence of sedimentation

VII. MAINTENANCE EQUIPMENT

Generally, manual methods of grounds management, electric equipment, and/or equipment with noise and emission controls shall be used in lieu of fossil-fuel-powered machinery, whenever possible, to reduce soil compaction, and noise and air pollution produced by gas-powered equipment.

PERFORMANCE METRICS

The practices listed below shall be implemented to the extent noted in the table. When less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target. The Responsible Party shall assign staff to track the inventory of both compliant and noncompliant equipment and quality control checks shall be used to ensure 100% adoption of manual maintenance practices.

Maintenance Equipment	Performance Metric	Implementation Target
Uses electric power	Percentage of applicable pieces of equipment	20%
Mulching mower	Percentage of mower equipment	20%
Uses low-smoke oil	Percentage of applicable pieces of equipment	20%
Manual spring cleanup	NA	100%
Manual weekly weeding	NA	100%
Manual pruning	NA	100%

PRACTICES TO OPTIMIZE SITE MAINTENANCE EQUIPMENT

- When power equipment must be used, electric equipment (battery or corded), instead of conventional gas-powered equipment, shall be used wherever practical. This measure will reduce the fossil fuel use and greenhouse gas emissions produced by conventional equipment.
- Mulching mowers shall be used on turf areas and shall return clippings back into the lawn to recycle nutrients.
- Turf areas shall be hand-weeded.
- Low-smoke oil shall be used in all maintenance equipment.
- For equipment with two-cycle engines, models with advanced design features—such as direct fuel- injection engines and exhaust power valves—shall be used to reduce emissions, improve fuel efficiency, and decrease oil consumption compared to conventional two-cycle engines.
- During the annual site cleanup in the spring, maintenance personnel shall manually prune winter-killed plants; sweep parking lot curbs, turf areas, and corners by hand; and rake turf areas to remove debris as necessary. Manual landscape maintenance reduces the need for powered machinery and the demand for fossil fuels.
- Weekly, the shrub and tree beds shall be hand-weeded.
- Shrubs and ornamental trees shall be manually pruned.
- All mowers shall receive new blades annually, and belts, bearings, and bushings shall be inspected on a yearly basis and changed as needed. Regular maintenance enhances the efficiency of equipment, thereby conserving energy and fuel and minimizing entire equipment replacements.
- Weekly, the contractor shall change the oil and filters on all equipment. All used oil shall be recycled.

VIII. LANDSCAPE WASTE

The majority of landscape waste should be retained onsite, both to minimize the amount of waste sent to landfills and to create soil-enriching compost. Landscaping debris that cannot be recycled/composted onsite shall be directed to offsite composting facilities. These practices also apply to green roofs.

PERFORMANCE METRIC

The practices listed below shall be wholly adopted and used in 100% of the landscape waste scenarios at City facilities. Quality control checks shall be used to ensure 100% adoption of landscape waste minimization practices.

Construction and Routine Site Maintenance/Operations	Performance Metric	Implementation Target
Landscape Waste Minimization Practices	NA	100%

PRACTICES TO MINIMIZE/DIVERT LANDSCAPE WASTE

- The Landscape Contractor shall collect landscape waste, including, but not limited to, leaves, cut vines, and pruned branches for composting piles and shall use the compost to mulch existing plantings to reduce watering and fertilizing.
- Mulching mowers shall be used on turf areas, returning clippings back into the lawn to recycle nutrients.

IX. FERTILIZER USE

Fertilizer use shall be kept to a minimum to prevent eutrophication of local ponds and streams. Only organic fertilizers shall be applied on the grounds, including on green roofs. The Landscape Contractor, with prior approval from the Zone Manager, shall assume responsibility for administering organic fertilizer on building grounds.

PERFORMANCE METRIC

The practices listed below shall be implemented to the extent noted in the following table. Where less-than- complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target. The 2FM Responsible Party shall assign staff to track the inventory of both compliant and noncompliant chemicals and plantings and quality control checks shall be used to ensure 100% adoption of weeding, wrapping, testing and mulching.

Site Management Products/Materials	Performance Metric	Implementation Target
Organic Fertilizer	Percent of Applicable Chemicals	100% if used
Manual Weeding	NA	At areas immediately surrounding facilities
Tree Wrapping	NA	Completed By Department of Streets and Sanitation’s Forestry Bureau
Native and Adaptive	Percent of Applicable Landscape Areas	100% at new sites
Organic Mulching	NA	100%

PRACTICES TO OPTIMIZE FERTILIZER USE

Organic Fertilizer – Turf

- The soil in the turf areas shall be tested using the REAM water soluble method which indicates what elements are in the soil and available to plants.
- If turf areas are treated, they shall receive applications of 4-4-2 OMRI (Organic Materials Review Institute: www.omri.org) listed organic fertilizer at a rate of 15lbs. per 1000 sq. ft.
- Recycling grass clippings back into the soil by way of mulching mowers shall return nearly two pounds of nitrogen to every thousand square feet of lawn annually.

Organic Fertilizer– Planting Beds

- The soil and ground cover in shrub and ornamental tree beds shall be tested for available nutrients.
- The landscaping contractor shall apply “Nature Safe” 8-5-5 OMRI (Organic Materials Review Institute: www.omri.org) listed organic fertilizer to all shrubs and trees once in the spring or fall as requested by the Commissioner.
- Shrub and tree beds shall be treated with 80cy of “shredded bark mulch” once annually.

Plantings

Whenever practical, native or adaptive plant species that are well-suited for the local climate and require minimal irrigation, fertilization, and maintenance, shall be integrated into the site landscape when new plantings are installed or reseeding occurs. The resources below can be used to identify site appropriate native/adaptive species approved for installation onsite during re-landscaping projects.

Resources for Location Climate Appropriate Plant Species

- Chicago Sustainable Backyards:
<http://www.cityofchicago.org/dam/city/depts/doe/general/NaturalResourcesAndWaterConservation/PDFs/Sustainable%20Backyards/ChicagoNativePlantList8.1.11.pdf>
- Lady Bird Johnson Wildflower Center Native Plant Database: <http://www.wildflower.org/plants/>
- Plant Native: <http://www.plantnative.org>

X. PEST CONTROL PRACTICES

Environmental best practices related to pest control, as outlined below, shall be observed at all times, and incorporated into vendor contracts, Standard Operating Procedures (SOP), and policies as appropriate. The City's *Integrated Pest Management Plan* provides additional guidelines and should be followed if chemical controls are determined to be necessary.

PRACTICES TO MINIMIZE PESTICIDE USE

Maintenance

- Keep the building grounds well-maintained at all times.
- Maintenance personnel shall apply mulch to plant beds, warding off weeds and other pests

Plantings

- Plant at the right time and in the right places. Seedlings must not be planted too early, nor located in unsuitable conditions.
- Avoid monocultures by mixing plant species in planters and gardens.
- Maintain shrubs at least 18 inches from building.
- Maintain tree plantings at least 5-10 feet from building.

Manual Controls

- I. Landscape shall be hand weeded and chemical control shall be kept to a minimum. This measure prevents human and environmental exposure to hazardous chemicals.

J. PLUG LOAD REDUCTION POLICY

I. SCOPE

This Plug Load Policy (Policy) outlines actions all employees should implement to reduce electricity use associated with plug loads from products such as computers, monitors, printers, microwaves, refrigerators, coffee makers, etc. A plug load is the energy consumed by an electronic device that is plugged into a socket. Many of these devices consume electricity in standby mode or when switched off.

II. GOALS

The goal of this Policy is to effectively manage and reduce the amount of energy consumed by the use of the products listed above.

III. REVISION HISTORY

The following table describes changes made to this Policy. This Policy may be revised as necessary to remain current with applicable regulations, technologies, and practices. Entries should be made to the table below as information is added or revised.

Date	Revision	Descriptio
4/22/15	0	Initial Issue

IV. RESPONSIBLE PARTIES

All City of Chicago employees are responsible for adhering to the actions and strategies identified in this Policy. The Operating Engineers from the Department of Fleet and Facility Management (2FM), with support from 2FM Deputy Commissioner, shall be responsible for monitoring the progress of this Policy and notifying 2FM management of repeated non-compliance.

V. QUALITY ASSURANCE CONTROL PROCESS

The 2FM responsible parties shall periodically evaluate the success of this Policy. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual reports shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

The 2FM responsible parties shall regularly communicate with all employees, and conduct regular site inspections and evaluations to ensure that the Policy is in place and functioning as intended. In addition to ongoing quality control measures, 2FM will review all practices and products at least annually to identify opportunities for improvement and expansion of environmentally-friendly practices.

VI. PERFORMANCE METRIC

The plug load reduction practices shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

VII. PROCEDURES AND STRATEGIES

All City employees shall be familiar with and adhere to the following strategies that will help reduce plug loads.

GENERAL DAILY PROCEDURES TO REDUCE PLUG LOADS

- Turn-Off lights in unoccupied offices and conference rooms.
- Turn-Off computers and printers at the end of each work day unless instructed otherwise.
- Unplug devices used throughout the work day (radios, lamps etc.) at the end of each work day.
- Unplug equipment that does not receive frequent usage.
- Unplug equipment once devices such as phones and camera batteries are fully charged.

PERSONAL APPLIANCES

Personal appliances defeat energy efficiency efforts. Some personal appliances are therefore prohibited in office areas. This includes, but is not limited to, refrigerators, microwaves, and toaster ovens. Employees are expected to use equipment located in the designated break areas.

Space heaters are also prohibited in City Facilities. If employees feel their work space is too hot or too cold, the Operating Engineer should be notified and will verify the temperature is in the standard range for the season (70° to 74° in the heating season and 72° to 78° in the cooling season). Since different people are comfortable in different temperature ranges, it is best for employees to dress appropriately for the season and at their own level of thermal comfort rather than adjusting the temperature outside of the City's standard range or using a space heater.

EXHIBIT 5

**SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS REGARDING MBE/WBE
COMMITMENT SCHEDULES**



CITY OF CHICAGO

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MBE & WBE SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACT

I. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR TASK ORDER SERVICES

1.1. 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%

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

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

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 Task Order Specific Goals.

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

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

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Task Order Specific Goals, or it may be in addition to the Task Order Specific Goals.

1.2. 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.*

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

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

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

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

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

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

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

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

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Task Order Specific Goals.

"Directory" means the Directory of 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 Task Order Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE 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 credited 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.

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

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

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

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

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

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

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

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates,

or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"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.

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Task Order 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 Task Order 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 and Task Order for which it is at risk;
 - iii. Each joint venture partner executes the Master Consulting Agreement with the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and Task Order if different, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Task Order Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE 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 Task Order 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 Task Order 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 Task Order Proposal a Schedule B and a copy of the 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 and Task Order.

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.

1.4. Counting MBE/WBE Participation Toward the Task Order Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-3 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Task Order 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 Task Order Specific Goals. This means that 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. 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 Task Order Specific Goals.

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

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

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 Task Order 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 Task Order 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 Task Order Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

e. If the MBE 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 Task Order 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 Task Order 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 Task Order Specific Goals; or

ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Task Order Specific Goals at a rate equal to the MBE 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 Task Order Specific Goals.

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

iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. 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 or Task Order is appropriate. If a bidder determines

that it is unable to meet the MBE and/or WBE Goals on a City of Chicago contract or Task Order, a written request for the reduction or waiver of the commitment must be included in the bid or Proposal.

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

1.5.1. Direct / Indirect Participation

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

a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/Proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the request for Task Order Proposals for subcontracting to certified MBE/WBE 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;
- not imposing any limiting conditions which were not mandatory for all subcontractors;
- 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.

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.

1.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the Contractor has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the Proposal due date.

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

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

The requirements set forth in these Regulations (this subsection 1.5 "Regulations Governing Reductions to or Waiver or MBE/WBE Goals") 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 Task Order, whether before the Task Order Proposals

are requested, during the solicitation or award process, before or during negotiation of the Task Order, or during the performance of the Task Order.

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

1.6. Procedure to Determine Bid/Proposal Compliance

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

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Goals; and/or
- A request for reduction or waiver of the Goals in accordance with Section 2-92-450 of the MCC.

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 or Task Order Specific Goals.

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

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

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

Failure to submit a completed Schedule C-3 in accordance with this section shall entitle the City to deem the bid/Proposal non-responsive and therefore reject the bid/Proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/Proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-3, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

If the Contractor is a joint venture and the Proposal includes the participation of a MBE/WBE joint venture partner on any tier (either as the bidder or as a subcontractor), the Contractor must provide a copy of the current joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3 "Joint Ventures" above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the Master Consulting Contract and any Task

Orders issued under it. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-3: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-3 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-3. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-3 must conform to those presented in the submitted Schedule C-3. If Schedule C-3 is submitted after the opening, the bidder may submit a revised Schedule D-3 (executed and notarized to conform with the Schedules C-3). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Task Order Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-3 and D-3.

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

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the Proposal. If the application is not approved, the Contractor must show that it has made good faith efforts to meet the Task Order Specific Goals.

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a Contract or Task Order by the City, execute formal contracts or purchase orders with the MBEs 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 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.

1.8. Changes to Compliance Plan

1.8.1. 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.

1.8.2. 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 Task Order 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 Task Order Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- 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.

1.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE 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 or Task Order and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, 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.

1.10. 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.

1.11. **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.

1.12. **Attachments and Schedules**

The following attachments follow, all attachments and schedules 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-3: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant

Schedule D-3: Compliance Plan Regarding MBE/WBE Utilization

Attachment A –Assist Agency List



**CITY OF CHICAGO
ASSIST AGENCY LIST**

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.

<p>American Brotherhood of Contractors 935 West 175th Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: arba@constructive-business.com</p> <p>Asian American Business Expo 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org</p> <p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: kfernicola@aaichicago.org Web: www.aaichicago.org</p> <p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com</p> <p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: bcunewera@att.net Web: www.blackcontractorsunited.com</p> <p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: ccarey@cosmococ.org Web: www.cosmochamber.org</p> <p>Eighteenth Street Development Corporation 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 asoto@eighteenthstreet.org www.eighteenthstreet.org</p>	<p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: melkelcba@sbcglobal.net Web: www.cbaworks.org</p> <p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: info@glchamber.org Web: www.glchamber.org</p> <p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org</p> <p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Email: president@thechicagourbanleague.org Web: www.cul-chicago.org</p> <p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: cwitinfo@cwit2.org Web: www.chicagowomenintrades.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149 Email: johnrev.hatchett@comcast.net</p>
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City of Chicago Department of Procurement Services ~ Assist Agencies (cont'd)

Federation of Women Contractors

5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Email: fwcchicago@aol.com
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)

650 West Lake Street
Chicago, IL 60661
Phone: (312) 666-5910
Fax: (312) 666-5692
Email: info@haciaworks.org
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce

855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Email: oduque@ihccbusiness.net
Web: www.ihccbusiness.net

Latin American Chamber of Commerce

3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Email: d.lorenzopadron@latinamericanchamberofcommerce.com
Web: www.latinamericanchamberofcommerce.com

National Organization of Minority Engineers

33 West Monroe Suite 1540
Chicago, Illinois 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Email: shandy@infrastructure-eng.com
Web: www.nomeonline.org

National Association of Women Business Owners

Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Email: info@nawbochicago.org
Web: www.nawbochicago.org

Rainbow/PUSH Coalition

International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Email: bevans@rainbowpush.org
Web: www.rainbowpush.org

South Shore Chamber, Incorporated

Black United Funds Bldg.
1750 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508
Email: sshorechamber@sbcglobal.net
Web: www.southshorechamberinc.org

Suburban Minority Contractors Association

1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Email: aprilcobra@hotmail.com
Web: www.suburbanblackcontractors.org

Women Construction Owners & Executives (WCOE)

Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Email: mkm@mkmservices.com
Web: www.wcoeusa.org

Women's Business Development Center

8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Email: fcurry@wbdc.org
Web: www.wbdc.org

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. 132849

Project Description: Non-Target Market RFQ for Real Estate Property Management

(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.

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-3 – MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant



**FOR
TASK ORDER
CONTRACTS ONLY**

SCHEDULE C-3
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Contract PO No. : _____

Task Order Project Description: _____

From: _____
(Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter, effective _____ to _____
(Date) (Date)

The undersigned is prepared to perform the following services in connection with the above named Task Order. If more space is required to fully describe the MBE or WBE proposed scope of services and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

SUB-SUBCONTRACTING LEVELS

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

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your receipt of an approved Task Order from the City of Chicago, within three (3) business days of your receipt an approved Task Order from the City of Chicago.

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

3. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

4. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

3. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

4. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

5. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

6. Attach Additional Sheets as Needed

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

II. Summary of Direct MBE/WBE Proposal

1. MBE Direct Participation

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

2. WBE Direct Participation

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

III. Summary of Indirect MBE/WBE Proposal

1. MBE Indirect Participation

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

2. WBE Indirect Participation

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

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

The 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: _____

EXHIBIT 6

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

EXHIBIT 6

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

WHEN SUBMITTING YOUR RESPONSE TO THIS NON-TARGET MARKET REQUEST FOR QUALIFICATIONS (RFQ), FOR REAL ESTATE PROPERTY MANAGEMENT SERVICES, SPECIFICATION NO. 132849, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A "**CERTIFICATE OF FILING**" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

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

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

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

EDS Number: _____

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 5.2.8, Required Contents of Proposal in the RFQ. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

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

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or 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 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 132849 containing a full set of RFQ Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFQ Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that 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 response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

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

Notary Public Signature: _____ (Seal)

EXHIBIT 7

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Department of Fleet and Facility Management

Real Estate Property Management

Contractor must provide and maintain at Contractor's own expense or cause to be maintained, during the term of the Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense and contractual liability (not to include Endorsement CG 20 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work or Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work or Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein

4) Professional Liability

When any architects, engineers, construction managers, auditors, real estate managers/broker or other professional Contractors perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include real estate services. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing professional Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

5) Valuable Paper

When any plans, designs, drawings, media, data, specifications, books, records, audits, reports, maps, surveys and files including lease documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property (When Required)

Commercial Property Insurance at full replacement cost including improvements and betterments if applicable, covering loss of, damage to, or destruction of the building, machinery, or equipment that are part of the City property site. The City of Chicago is to be named as loss payee.

If Required - Coverage extensions must include but are not limited to the following: equipment breakdown, flood, earth movement, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, ordinance or law for increased cost of construction, business income, loss of rents and extra expense.

Contractor is responsible for all loss or damage to City property at full replacement cost.

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

7) Builders Risk

When Contractor undertakes any construction including improvements, betterments, and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility or project. The City of Chicago is to be named as an additional insured and loss payee.

When Required - Coverage extensions must include but are not limited to the following: material stored offsite and in-transit, right to partial occupancy, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, collapse, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown, ordinance or law for increase cost of construction, business interruption, and extra expense.

8) Crime

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

All Certificates Insurance of Coverage must be signed, dated and reference the City Contract number.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

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

If the Contractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement. Contractor must that ensure the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	132849
Address (Street):		RFQ:	
(City/State/Zip)		Project #:	
		Contract #:	
Description of Operation/Location:			

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability				
Claims made [] Occurrence				
Premise-Operations				
Explosion/Collapse Underground				CSL Per Occurrence \$ _____
Products/Completed-Operations				
Blanket Contractual				
Broad Form Property Damage				General Aggregate \$ _____
Independent Consultants				
Personal Injury				
Pollution				Products/Completed Operations Aggregate \$ _____
Automobile Liability				
Excess Liability				CSL Per Occurrence \$ _____
Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Consultants Protective				\$ _____
Other				\$ _____

- | | |
|----|---|
| a. | Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago." |
| b. | The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City. |
| c. | Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago. |
| d. | The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements. |

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Procurement Department	Address _____
121 N. LaSalle St., #806	Telephone _____
Chicago, IL 60602	

For City use only

Name of City Department requesting certificate: (Using Dept.) _____			
Address:	ZIP Code:	Attention:	

EXHIBIT 8

**CITY OF CHICAGO'S SAMPLE TASK ORDER MASTER CONSULTING SERVICES
AGREEMENT**

The sample Master Consulting Services Agreement is provided in a separate PDF document along with this solicitation and is available on the DPS website, www.cityofchicago.org/bids.

Respondents are directed to review the provided *Sample Master Task Order Contract*:

filename: Spec132849_Exhibit_8.pdf

EXHIBIT 9

CURRENT LIST OF MANAGED CITY PROPERTIES

**CURRENT LIST OF MANAGED CITY PROPERTIES
UPDATED 11/20/15**

VACANT PROPERTIES
1405 E. 62nd Place
2121 W 95th Street
5760 S. Lafayette
601 E. 108th Street
6145 S. Throop
6200-04 S. Green
6401 S. Evans
6411 S. Central
6858 S. Indiana
8645 S. Yates
8828 S. Stony Island
1619 E. 73rd
6438 S. Eberhart
10758 S. Champlain
6420 S. St. Lawrence
100 S. Racine
1501 W. School
1723 W. Greenleaf
2001 W. Pershing
2358 S. Whipple
2460 W. Cortland
2724 W. Cermak
2817 N. Natoma
2840 S. Calumet

VACANT PROPERTIES
300 E. 29th
3140 S. Ogden
3501 S. Lowe
3518 S. Halsted
4005 S. Dearborn
4146 S. Halsted
4835 N. Lipps
5021 S. Wabash
5714 N. Ridge

ABANDONED PROPERTIES
10760 S. Champlain
6224 S. St. Lawrence
10601 S. Champlain
10724 Langley
10732 Langley
10734 Langley
6038 S. Champlain
2329 S. Ellis

OTHER CITY FACILITIES
400 W. Superior / 740 N. Sedgwick
Chicago Riverwalk