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



Asbestos Abatement, Lead Based Paint Mitigation and Microbial Remediation Services for Chicago O'Hare and Midway International Airports

Specification Number: 723859

Issued by:
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:
CITY OF CHICAGO DEPARTMENT OF AVIATION

Bidder Inquiry Deadline: 5:00 PM Central Time, **August 10, 2018**. Inquiries must be in writing.

Pre-Bid Conference: **August 7, 2018 at 2:00 PM Central Time** at the CDA Administration Building, 10510 West Zemke Road (Bldg 804) Chicago, IL 60666

Bid Opening Date: **August 31, 2018**
Bid Opening Time: **11:00 AM Central Time**
Bid Opening Location: Bid & Bond Room, City Hall, Room 103, 121 N. LaSalle Street, Chicago, Illinois 60602

Information: Christopher DeGard, Senior Procurement Specialist
Email: christopher.degard@cityofchicago.org, **Phone:** 312-742-9473
DPS Address: City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

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

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **Asbestos Abatement, Lead Based Paint Mitigation and Microbial Remediation Services for Chicago O'Hare and Midway International Airports**, the specification number, **723589**, the time and date specified for receipt and marked "**Bid Enclosed**". The name, address and phone number of the Bidder must also be clearly printed on the outside of all envelope(s) or package(s).

Bid Deposit:	None	DPS Unit:	Aviation
Performance Bond:	None	Reverse Auction:	No
City Business Preference	Yes	Drawings:	None
Local Manufacture Preference	Yes	Exhibits:	Two
Alternative Fuel Vehicle Pref.	Yes	Maps:	None
Bid Specific Goals:	25% MBE and 5% WBE	Contract Term:	60 Months
Funding Source:	Non-Federal	Start Date:	_____
Fund Number:	610-85-4350-0161,740-85-4045-0148-0148 and Various	Expiration Date:	_____

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

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A)	25% by minority journeyworkers and apprentices;.....	40
B)	7% by women journey workers and apprentices;	40
C)	40% by minority laborers; and	40
D)	10% by women laborers.	40
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BID SUBMITTAL CHECKLIST

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

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

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

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

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

ARTICLE 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

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

1.2. Obtaining the Bid Documents

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

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

1.2.1. Printed Bid Documents

Printed copies of Bid Documents are available for pickup from:

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

Plans and Drawings may only be available on CD.

1.2.2. Downloadable Bid Documents

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

www.cityofchicago.org/bids

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

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

1.3. Clarifications and Addenda

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

www.cityofchicago.org/bids

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

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

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

1.4. Examination of the Bid Documents and Work Site

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

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

1.5. Pre-Bid Conference and Site Visit

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

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

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

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

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

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

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

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

1.7. Exceptions

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

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

1.8. Taxes Included in Bid Prices

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

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

1.9. Bid Prices Must Incorporate All Costs

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

1.10. Completion of the Bid Documents

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

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

1.11. Conflicts of Interest

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

1.12. Required Forms and Fees

1.12.1. Certificate of Filing for Online EDS

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

1.12.2. MBE/WBE Program

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

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

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

- **Schedule C-1**
If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed and notarized.
- **Schedule D-1**
If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed and notarized.
- **Request for a Reduction or Waiver of the MBE/WBE Goals**
If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE and WBE firms that will achieve compliance with the MBE/WBE goals, the Bidder must, as required by the MBE/WBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/WBE Special Conditions including but not limited to notification to an assist agency.

1.12.3. Bid Deposits and Bid Bonds

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

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

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

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

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

1.12.4. Performance and Payment Bonds

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

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

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

1.12.5. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative

statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall Room 103, Chicago, IL 60602, or may be downloaded at www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.12.6. Other Required Forms and Documents

Other forms required to be included with the Bid are:

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

1.13. Trade Names and Substitutions

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

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

Documentation in support of alternate items includes:

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

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

- 1) The proposed alternate item is equivalent to or superior in all respects to the product specified, and
- 2) The same warranties and guarantees will be provided for the alternate item as for the product specified.

The CPO may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the solicitation. An

alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the bid.

1.14. Authorized Dealer/Distributor

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

1.15. Estimated Quantities

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

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

1.16. Submission of Bids

1.16.1. Date, Time, and Place

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

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

1.16.2. Bids Must Be Sealed and Properly Labeled

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

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

1.16.3. Bidders Are Responsible for Bid Delivery

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

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

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

1.16.4. Transparency Website; Trade Secrets

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

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

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

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

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

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

1.17. Withdrawal of Bids

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

1.18. Bid Opening

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

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

1.19. Effective Term of Bid

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

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as

liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

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

1.20.1.1. Must Bid All Line Items

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

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

1.20.1.2. Mathematical Calculations

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

1.20.1.3. Unbalanced Bids

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

1.20.1.4. Cash Billing Terms

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

1.20.2. Determination of Responsibility

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

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

1.20.2.1. Bidder Debts or Defaults

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

1.20.2.2. Competency of Bidder

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

1.21. Rejection of Bids and Waiver of Informalities

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

1.22. Statutory Adjustments to the Bid

1.22.1. City-based Businesses (Chicago Business Preference)

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

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

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

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

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

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

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

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

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

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

1.22.2. Locally Manufactured Goods

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

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

"Contract for Goods" means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670 of the MCC.

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

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

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

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

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

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

1.22.3. Alternately Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternately Powered Vehicles Bid Incentive

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

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

"Alternately powered vehicle" means a vehicle that:

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

(B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

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

(D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same

age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

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

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

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

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

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

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

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

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

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

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

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

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

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

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

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized

representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.22.5.1. Policy and Terms

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

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

1.22.5.2. Definitions

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

- (A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- (B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- (C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

1.22.5.3. Commitments

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

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

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

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

1.22.5.4. Records and Reports

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

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

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

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

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

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

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

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

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

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

1.22.7. Child Support Arrearage

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

1.22.8. MacBride Principles Ordinance

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

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

1.23. Consideration of Bids

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

1.24. Bid Protests

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

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

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

1.25. Award of Contract; Notice of Award

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

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

1.26. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any

contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

ARTICLE 2. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Example Insurance Certificate of Coverage
- Exhibit 2: Sexual Harassment Policy Affidavit (MCC 2-92-612)

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

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

"Adequately wet" means sufficiently mixed or penetrated with liquid to prevent the release of particulate matter. If emissions are observed coming from the material that has been wetted, then that material has not been sufficiently wetted; however, the absence of visible emissions is not sufficient evidence of being adequately wet.

"AIHA" means the American Industrial Hygiene Association.

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

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

"Amended water" means water to which a surfactant has been added to improve water penetration.

"ANSI" means the American National Standards Institute.

"Area air sampling" means any form of air sampling or monitoring where the sampling device is placed at some stationary location.

"Asbestos" means chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

"Asbestos abatement" means any form of work performed in connection with the demolition, renovation, alteration, modification, repair, cleaning, or maintenance of a facility that involves the encapsulation, enclosure, repair, removal, or disturbance of asbestos-contaminated or asbestos-containing material.

"Asbestos abatement supervisor" (hereinafter referred to as "supervisor") means any person who supervises asbestos abatement workers. This person must be trained, accredited, and licensed as required, and must also meet the OSHA "competent person" criteria for asbestos abatement.

"Asbestos-containing material (ACM)" means any material or product that contains more than one percent asbestos by weight.

"Asbestos-containing waste material" means any waste that contains commercial asbestos. This term also includes filters from control devices, bags, or packages with commercial asbestos materials, waste from regulated asbestos work area projects, and objects contaminated with asbestos including disposable equipment, rags, and clothing.

"Asbestos-contaminated material" means any solid, liquid, or waste material that contains asbestos or is contaminated with asbestos.

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

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

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

assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

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

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

"Biocide" means a substance or chemical that kills organisms such as molds and bacteria.

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

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

"CDPH" means the Chicago Department of Public Health.

"CESB" means the Council of Engineering & Scientific Specialty Boards.

"CFR" means the Code of Federal Regulations.

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

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

"Class I asbestos work" means activities involving the removal of TSI and surfacing ACM and PACM.

"Class II asbestos work" means activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

"Class III asbestos work" means repair and maintenance operations, where ACM including TSI and surfacing ACM and PACM, is likely to be disturbed.

"Class IV asbestos work" means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste, and debris resulting from Class I, II and III activities.

"Clearance air monitoring" means the employment of aggressive sampling methods with a volume of air collected to determine the airborne concentration of fibers upon conclusion of an asbestos abatement project.

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

"Competent person" means one who is capable of identifying existing hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them, and as further specified in 29 CFR 1926.1101.

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

"Contained area" means an enclosed work area in a building where negative air pressure and HEPA filtration are used to contain contaminants during abatement, mitigation, or remediation.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

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

"Critical barrier" means one or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

"Decontamination" means the employment of methods including the use of HEPA vacuums, wet methods, detergents, and/or biocides for the purpose of ensuring that surfaces within specified areas are clean of hazards associated with asbestos, lead, or microbial contamination as applicable.

"Decontamination facility" means a series of connected rooms used for entry and exit to the work area and decontamination consisting of a clean room, shower room, and equipment room separated from each other by curtained doorways.

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

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

"Encapsulation" means the treatment of ACM with a material that surrounds or embeds asbestos fibers and asbestos fiber bundles in an adhesive matrix that prevents the release of fibers.

"Enclosure" means the construction of an airtight, impervious, and permanent wall and/or ceiling between a designed work area and the occupied space of the building.

"Equipment room" means a contaminated area or room which is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.

"Fitting" means an elbow, intersection commonly known as a "T", coupling, or joint on a mechanical system. A union or group of fittings with no breaks in asbestos that will fit in one glovebag at least 40 inches wide by 64 inches long will be equal to one fitting for reimbursement purposes.

"Fixed object" means a unit of equipment or building system component which cannot be removed from the work area.

"Friable" means a material, when dry, that may be crumbled, pulverized, or reduced to powder by hand pressure. The term friable also applies to non-friable material that has become friable as a result of sanding, drilling, chipping, pulverizing, or other procedures that have reduced the materials to powder or caused the materials to become airborne.

"Glovebag removal" means a method for removing friable ACM from HVAC ducts, piping runs, valves, joints, elbows, and other non-planar surfaces as specified in 29 CFR 1926.1101(g)(5)(ii) and other applicable regulations.

"Gross removal" means the removal of ACM within a negative pressure enclosure ("NPE") as defined in 29 CFR 1926.1101(g)(5)(i) and other applicable regulations.

"Half-man day" means the provision of a worker or supervisor who performs no greater than four hours of on-site work activities for which unit costs for abatement, mitigation, or remediation have not been established. All half-man day rates will be fully-loaded and include all costs of permits and notifications, materials, supplies, equipment, disposal, overhead, and profit to complete the required tasks.

"HEPA" means high-efficiency particulate air.

"HEPA filter" means a filter capable of trapping and retaining at least 99.97% of all monodispersed particles 0.3 micrometers in diameter or larger.

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

"HVAC" means heating, ventilation, and air conditioning.

"IAC" means the Illinois Administrative Code.

"IDPH" means the Illinois Department of Public Health.

"IEPA" means the Illinois Environmental Protection Agency.

"IICRC" means the Institute of Inspection Cleaning and Restoration Certification.

"ILCS" means the Illinois Compiled Statutes.

"Isolation/construction hygiene barriers" means the construction and installation of temporary or semi-permanent barriers including isolation barriers and construction hygiene barriers to isolate and restrict access to the work area by occupants and the general public as determined at the discretion of the Commissioner. The use of such barrier systems shall provide additional security to the work area and will generally be required in those locations where occupancy cannot otherwise be restricted and lockable doors or other methods to isolate the work area are not feasible.

"Lead abatement" means any set of measures designed to eliminate LBP hazards permanently including the removal and disposal of LBP and/or the removal and disposal of lead painted materials.

"Lead-based paint (LBP)" means any paint or surface coating that contains lead equal to or exceeding one milligram per square centimeter (1.0 mg/cm²) or five percent by weight.

"Lead-containing substance" means any dust on surfaces or furniture or other non-permanent items, and any paint or other surface coating material that contains lead above applicable regulatory limits.

"Lead mitigation contractor/supervisor" (hereinafter referred to as "supervisor") means any person who supervises lead mitigation workers. This person must be trained, accredited, and licensed as required, and must also meet OSHA "competent person" criteria for lead mitigation.

"Linear foot (LF)" means a unit of distance measurement equal to one foot or twelve inches.

"Man day" means the provision of a worker or supervisor who works an eight-hour work day for tasks not identified in other unit costs for abatement, mitigation, or remediation. All man day rates will be fully-loaded include all costs of permits and notifications, materials, supplies, equipment, disposal, overhead, and profit to complete the required tasks.

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

"Microbial remediation" means the removal, surface treatment, and/or cleaning of building materials that have been impacted by the presence of mold growth, bacteria, or other bioaerosols including those materials that by virtue of their proximity to contaminated materials may be contaminated.

"µg/m³" means a unit of concentration measurement equal to one microgram per cubic meter.

"Mini-containment area" means a contained area in which glovebag removal procedures are conducted.

"Miscellaneous material" means any building material on structural components, structural members, or fixtures that does not meet the definition of a surfacing material or TSI.

"Mitigation" means work area preparation to repair lead-containing substances to an intact state so that the lead-containing substance does not pose an immediate health hazard and the application of a lead-encapsulating coating that makes LBP inaccessible by providing a barrier between the LBP and the environment.

"Mitigation contractor" means the entity responsible for performing the work in this section, with the training and accreditation to perform the work competently. This entity will obtain and maintain any licenses required for the work in this section.

"Mobilization" means the activation of the Contractor's physical and manpower resources from project initiation until completion of the contract including demobilization and any necessary notification and/or permitting fees. Mobilization shall include all costs associated with attendance of site visit; project administration; project coordination; work plans and submittals; transportation of contractor's personnel, equipment, and operating supplies to and from the work site; as well as the establishment of general facilities and utility connections associated with project performance. For reimbursement purposes, the Contractor shall be reimbursed for a single mobilization per purchase order.

"Mold" means a group of organisms that belong to the kingdom Fungi and that may grow on building materials as a result of moisture intrusion or high humidity. For this Contract, the terms "mold", "mildew", and "fungi" are used interchangeably.

"Negative air machine (NAM)" means a portable local exhaust system equipped with HEPA filtration. The system shall be capable of maintaining constant, low velocity airflow from contained work areas to the outdoor air, thereby creating a negative pressure differential between the work area and the remaining areas of the building of at least 0.02 inches of water pressure.

"NIOSH" means the National Institute for Occupational Safety and Health.

"Non-friable removal" means the removal of any material that contains more than one percent asbestos by weight that cannot be crumbled, pulverized, or reduced to powder by hand pressure. Non-friable removal includes the removal of Category I non-friable and Category II non-friable materials that will not be subject to sanding, grinding, cutting, or abrading and that will not be crumbled, pulverized, or reduced to powder during removal activities.

"Normal work hours" are defined as any eight-hour shift Monday through Sunday.

"Operations and maintenance (O&M)" means asbestos-related activities performed for the purpose of maintaining ACM in good condition, ensuring the proper cleanup of asbestos fibers previously released, and other work activities performed for the purpose of repairing and encapsulating damaged materials. For the purposes of this contract, O&M activities generally will be limited to Class III and Class IV work activities; however, the small-scale removal of ACM may also be required as necessary during O&M activities for locations where damaged materials may not be effectively repaired.

"OSHA" means the United States Occupational Safety and Health Administration.

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

"Personal protective equipment (PPE)" means the protective suits, head and foot covers, gloves, respirators and other items used to protect persons from asbestos or other hazards.

"Pipe diameter" for the purpose of this contract will be considered the outside diameter ("O.D.") of the pipe insulation.

"Plasticize" means to apply plastic sheeting over surfaces or objects to protect them from contamination or water damage.

"Presumed asbestos-containing materials (PACM)" means TSI and surfacing material found in buildings constructed no later than 1980.

"Proposal" as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents.

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

"Regulated area" means an area established by the employer to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limit.

"Remote decontamination enclosure" means a decontamination enclosure system that is not connected to the contained area.

"Repair" means the performance of work activities that are intended to reduce the potential for disturbance, repair damaged ACM, and maintain ACM in good condition.

"Safety Data Sheet (SDS)" means a sheet required by OSHA for any substances that are toxic, caustic, or otherwise hazardous to workers.

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

"Shower room" means a room between a clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the shower taps and suitably arranged for complete showering during the decontamination.

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

"Square foot (SF)" means a unit of area measurement equal to a square measuring one foot on each side.

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

"Supervisor" refers to the Contractor's management level personnel who will work as a liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site. All supervisors shall meet the definition of a "competent person" per OSHA regulations and a total of one supervisor shall be on-site at all times during remedial activities unless otherwise approved by the Commissioner.

"Surfacing ACM" means surfacing material which contains more than one percent asbestos by weight.

"Surfacing material" means material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).

"Surfactant" means a chemical wetting agent that, when added to water, will improve the penetration characteristic of the water.

“Thermal system insulation (TSI)” means material applied to pipes, fittings, boilers, breeching tanks, ducts, or other structural components to prevent heat loss or gain, water condensation, or for other purposes.

“USEPA” means the United States Environmental Protection Agency.

“VOC” means volatile organic compound.

“Wet cleaning” means cleaning all surfaces with a phosphate-free detergent from surfaces and objects by using cloths, mops, and other cleaning tools which have been dampened with water. After cleaning, the cloths, mops, and other cleaning tools must be disposed as asbestos-containing waste material.

“Work area” means the area or areas where asbestos abatement, lead-based paint abatement and mitigation, or microbial remediation is conducted.

Unless a contrary meaning is specifically noted elsewhere, the words “as required”, “as directed”, “as permitted”, and similar words mean that requirements, direction of, and permission of the Commissioner or Chief Procurement Officer are intended; similarly the words “approved”, “acceptable”, “satisfactory”, and similar words will mean approved by, acceptable to, or satisfactory to the Commissioner or Chief Procurement Officer. The words “necessary”, “proper”, and similar words as used with respect to the extent of work specified will mean that work must be conducted in a manner, or be of a character, which is necessary or proper in the opinion of the Commissioner. The Commissioner’s judgment in such matters will be considered final and incontestable by the Contractor. Wherever the imperative form of address is used (e.g., “provide equipment required”), it will be understood and agreed that such address is directed to the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

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

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

3.1.2.2. Interpretation and Rules

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

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

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

3.1.2.3. Severability

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

3.1.2.4. Entire Contract

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

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

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

3.1.3.2. Subcontracts

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

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

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

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

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

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge,

transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

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

3.1.4.2. Consent to Service of Process

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

3.1.4.3. Cooperation by Parties and between Contractors

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

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

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each

Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

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

3.1.4.4. No Third Party Beneficiaries

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

3.1.4.5. Independent Contractor

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

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

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

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

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

3.1.4.6. Authority

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

3.1.4.7. Joint and Several Liability

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

3.1.4.8. Notices

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

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

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

3.1.4.9. Amendments

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

3.1.4.10. No Waiver of Legal Rights

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

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

3.1.4.11. Non-appropriation of Funds

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

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

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

3.1.4.12. Participation By Other Government Agencies

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

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

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

3.1.5. Confidentiality

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

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

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

3.1.6. Indemnity

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

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

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

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

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

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

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

3.1.7. Non-Liability of Public Officials

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

3.1.8. Contract Extension Option

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

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

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

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the

Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Payment

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

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

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

3.2.1.4. Electronic Ordering and Invoices

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

3.2.1.5. City Right to Offset

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

3.2.1.6. Records

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

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

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

3.2.1.7.2. Recovery for Over-Billing

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

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

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

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

3.2.2. Subcontractor Payment Reports

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

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

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

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

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

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

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

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

3.2.3.2. Payment to Subcontractors Within Seven Days

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

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

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

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

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

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure to Promptly Pay Fillable Form 3 2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure%20to%20Promptly%20Pay%20Fillable%20Form%203%202013.pdf)

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

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

3.2.3.2.2. Whistleblower Protection

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

Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

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

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

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

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding

on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

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

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

3.3. Compliance With All Laws

3.3.1. General

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

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

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

3.3.2. Certification of Compliance with Laws

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

3.3.3. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

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

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

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

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

3.3.4.2. Non-discrimination

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

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

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

3.3.4.4. Information and Reports

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

3.3.4.5. Sanctions for Noncompliance

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

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

3.3.4.6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 3.3.3.1, "Compliance With Regulations" through 3.3.3.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

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

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

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

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or

women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

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

3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause

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

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

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

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

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

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

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

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

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

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

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

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

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

3.3.6. Wages

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

3.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1

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

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

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

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

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

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

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

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

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

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

3.3.6.2. Living Wage Ordinance

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

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

As of July 1, 2018 the Base Wage is \$12.55. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2016, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

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

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

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

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

3.3.6.3. Chicago Paid Sick Leave Ordinance

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, became effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

3.3.6.4. Equal Pay

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

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

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

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

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

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

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

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

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

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

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

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

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

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances.

Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.7.3. Federal Terrorist (No-Business) List

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

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

3.3.7.4. Governmental Ethics Ordinance 2-156

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

3.3.7.5. Lobbyists

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

3.3.8. Restrictions on Business Dealings

3.3.8.1. Prohibited Interests in City Contracts

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

3.3.8.2. Conflicts of Interest

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

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest

does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

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

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

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

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

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

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

This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

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

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

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

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

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

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

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

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

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

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

3.3.10.3. City Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.10.4. Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate

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

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

3.3.10.5. Duty to Report Corrupt Activity

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

3.3.10.6. Electronic Mail Communication

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

3.3.10.7. EDS Update Obligation

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

3.3.10.8. Wheel Tax (City Sticker)

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

3.3.10.9. Participation By Other Local Government Agencies

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

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

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

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

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

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

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

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

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

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. Definitions

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

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

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

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

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

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

3.3.11.2. Joint Ventures

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

3.3.11.3. Compliance With Environmental Laws

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

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.11.4. Costs

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

3.3.11.5. Proof of Noncompliance; Authority; Cure

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

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

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

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

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

3.3.11.6. Copies of Notices and Reports; Related Matters

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

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

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

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

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

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

3.3.11.7. Requests for Documents and Information

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

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

3.3.11.8. Environmental Claims and Related Matters

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

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

3.3.11.9. Preference for Recycled Materials

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

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

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

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

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

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

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

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

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

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

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

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

3.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

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

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

3.5. Events of Default and Termination

3.5.1. Events of Default

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

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and

- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

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

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

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

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

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

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

3.5.3. Remedies

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

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

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

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

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

3.5.6. Early Termination

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

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

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

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

3.6. Department-specific Requirements

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

3.6.1. Department of Aviation Standard Requirements

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

3.6.1.1. Confidentiality of Airport Security Data

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

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

3.6.1.2. Aviation Security

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

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

3.6.1.3. Airport Security Badges

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

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

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

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

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

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

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

3.6.1.4.2. Interruption of Airport Operations

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

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

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

3.6.1.4.3. Safeguarding of Airport Property and Operations

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

3.6.1.4.4. Work on the Airfield

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

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

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

3.6.1.4.5. Parking Restrictions

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

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

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

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

ARTICLE 4. TERMS FOR WORK SERVICES CONTRACTS

4.1. The Services

4.1.1. Scope of Services

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

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

4.1.2. Estimated Quantities/Level of Service

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

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

4.1.3. Unspecified Services

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

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

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

4.2. Performance of the Services

4.2.1. Standard of Performance

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

4.2.2. Standard Working Hours

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

4.2.3. Character of Workers

The Contractor must employ only competent and efficient workers and whenever, in the opinion of the City, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the work or services to be performed under this Contract, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the City, discharge or otherwise remove such worker from the work or services to be performed under this Contract and must not use such worker again, except with the written consent of

the City. The Contractor must not permit any person to work upon the work or services to be performed under this Contract or enter into any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

4.2.4. Quality of Materials and Inspection

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

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

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

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

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

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

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

4.2.5. Manufacturer's Warranty and Product Information

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

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

4.2.6. Contractor's Warranties

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

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

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all

defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

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

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

4.2.6.1. Correction or Re-Performance of Services

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

4.2.6.2. Timeliness

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

4.2.6.3. Delay

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

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

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

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

4.2.7. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting

Services in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

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

4.2.8. Clean Up

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

4.2.9. Work Performed on City Property

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

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

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

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

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

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

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

Smoking is prohibited in all City of Chicago facilities.

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

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

4.2.10. Work In Progress

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

4.3. Compensation

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

4.4. Centralized Invoice Processing

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

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

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

Invoices for the Department of Aviation:

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

OR

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

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

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

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

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

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

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

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

4.5. Clean Diesel Fleet MCC 2-92-595

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

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

Contractor understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract

provisions specified in MCC subsection 2-92-595(e) Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

4.6. Multi Project Labor Agreement (PLA)

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

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

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. General

The scope of work includes removal of asbestos, lead-based paint (LBP), and mold, including, but not limited to abatement, mitigation, and remediation as those terms may be utilized in applicable regulations, and as specified under Parts 1, 2, and 3 of the Detailed Specifications below. Services will be authorized on a purchase order basis by the Commissioner using the unit prices bid by Contractor as required to complete the requested Services. Contractor shall work with the Commissioner to develop a scope of work for each task and submit a Work Plan and cost estimate for approval prior to the start of any work. The scope of work under this Contract is subject to the requirements of these Contract Documents, including the General Conditions, the Special Conditions, the Detailed Specifications, the Requirements for Bidding, and Instructions for Bidders. When directed by the Commissioner through a purchase order, Contractor will be required, under this Contract, to perform the Services at any of the following locations:

- A. Chicago O'Hare International Airport (O'Hare);
- B. Chicago Midway International Airport (Midway); and
- C. Any other location(s), within the City of Chicago, that may be added during the term of this Contract. Addition of other locations may be done at any time and does not require a formal contract modification.

A summary of the work must be submitted upon completion of each task. Details regarding the Services that Contractor shall provide are outlined below.

PART 1 – ASBESTOS ABATEMENT

5.2. Basis of Award

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

Contractor's bid pricing must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Contract.

5.3. Illinois Prevailing Wage Act

This contract does not call for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act").

5.4. Funding

The source of funds for payments under this Contract is Fund Numbers 610-85-4350-0161-0161 and 740-85-4045-0148-0148. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.5. Contract Term

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

5.6. Contract Extension Option

The City has the option to extend the term of this Contract for two additional twelve (12) month terms beyond the sixty (60) month term set forth above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

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

The one hundred eighty-one (181) day extension for the purposes of providing continuity of service, described in the Standard Terms and Conditions article of this Contract, may be exercised in lieu of an option period or following the exhaustion of all option periods and does not require formal amendment of the Contract.

5.7. Price Adjustment (CPI)

Original bid prices set forth on the Proposal Pages of the Contract will remain in effect for the first thirty-six (36) months of the Contract term. Contractor is not entitled to any price adjustment during this thirty-six (36) month time period. Contractor should factor in commodity and/or input price escalations, volatility, risks, and other factors in its proposed prices on the Proposal Pages for the initial thirty-six (36) month period from the start date of this Contract.

After the initial thirty-six (36) month period, a price adjustment may be considered for the next twelve (12) month period, and annually for each subsequent twelve (12) month period. For purposes of determining any price adjustments for this Contract, the City and Contractor will look to changes in the Consumer Price Index. All requests for price adjustments will reference the Consumer Price Index (CPI) -Non seasonally adjusted - all urban consumers - all items - for the Chicago-Gary- Kenosha, IL- IN - WI region series ID: CUURA207SA0, as it appears in the periodical Consumer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov>.

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

The Contractor must submit a written request for a positive price adjustment no later than thirty (30) calendar days after the expiration of initial thirty-six (36) month term and within thirty (30) calendar days of each twelve (12) month anniversary of the Contract thereafter. If the Contractor does not request a price increase within such thirty (30) calendar day period, the Contractor will not be entitled to a price increase for the relevant twelve (12) month period.

After the initial thirty six (36) month term, if the CPI has decreased, resulting in a reduction of contract prices, the City will notify the vendor in writing within sixty (60) days of the Contract's anniversary stating the City's intention to reduce prices retroactive to the anniversary date of the Contract. The City will adhere to such notification requirement for any price decreases for each subsequent twelve (12) month anniversary of the Contract thereafter.

The Contractor's unit prices, for line items will be adjusted beginning the thirty seventh (37th) month of the Contract and each year thereafter by an amount determined in accordance with the following formula, or .05, e.g. five percent (5%), whichever absolute value is smaller for each subsequent one (1) year period:

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

The percentage change in the CPI should be expressed as a decimal point and rounded to the nearest thousandth (e.g. .015). Please note that the percentage change in the CPI may be positive or negative, but will never be more than .05, therefore any new price will never be greater than 105% or less than 95% of the current contract price. For purposes of determining the first percentage change in the CPI, the base CPI will be the CPI in the 24th completed month of the Contract, which will be compared to the CPI in the 36th completed month of the Contract. Subsequent price changes will be based on the year over year percentage change in the CPI. For example, for the adjustment at the beginning of the fifth year of the contract (month 49) the CPI from month 36 will be compared to the CPI for month 48.

Any Services provided by the Contractor at a price change, without a properly executed contract modification signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for any work and/or services provided at an unapproved increased price.

It is the Contractor's responsibility to request the increase. If the Contractor delivers product after the date requested for the escalation to begin (the anniversary date of the start of the Contract) but prior to the increase being granted, the Contractor may retroactively bill the City for the difference if and when the request is formally approved. In the interim the Contractor must bill the City at the prices currently in effect in the Contract

Price escalation applies to only:

- Line items 1 through 58 of the Proposal Pages

5.8. Pre-Bid Conference

A pre-submittal conference will be held at the CDA Administration Building, 10510 West Zemke Road (Bldg 804), Chicago, IL 60666 on **August 7, 2018 at 2:00 PM.**

CDA advises all respondents not to rely on any explanation, clarification, interpretation, or response from any City of Chicago, CDA, or other related party outside the answers provided at the pre-bid conference or written addendum.

PART 1 – ASBESTOS ABATEMENT

5.9. Scope of Work for Asbestos Abatement

Various types of asbestos are anticipated to be abated during the period of this contract including surfacing materials, thermal system insulation (TSI), and miscellaneous materials. For the purpose of performing the asbestos abatement services as indicated in each purchase order, Contractor must furnish all permits, submittals, materials, labor, services, tools, and equipment necessary to perform asbestos abatement activities and the legal disposal of asbestos, asbestos-containing material (ACM), and asbestos-contaminated material including, but not limited to, the following:

- A. Providing a full-time General Superintendent/Project Supervisor (competent person) as required by 29 CFR 1926.1101.
- B. Implementation of a personal air monitoring program in accordance with 29 CFR 1926.1101.
- C. Removal and disposal of ACM in accordance with applicable regulations for federal, state, and local authorities and as specified herein.

- D. Encapsulation and repair of ACM and disposal in accordance with applicable regulations for federal, state, and local authorities and as specified herein.
- E. Decontamination of existing ducts, piping, conduits, lighting fixtures, movable items, floors and other surfaces using high-efficiency particulate air (HEPA) vacuuming and wet cleaning methods.

All work must be performed in accordance with the current United States Occupational Safety and Health Administration (OSHA), Illinois Environmental Protection Agency (IEPA), United States Environmental Protection Agency (USEPA), Illinois Department of Public Health (IDPH), and Chicago Department of Public Health (CDPH) regulations, procedures, and certifications. When directed by the Commissioner through purchase orders, Contractor must be able to mobilize its forces within the time specified on each purchase order so as to complete the work within the mutually agreed time.

5.10. Submittals for Asbestos Abatement

- A. Contractor must complete the following activities and submit copies of the following documents prior to the receipt of a purchase order:
 - 1. Upon receipt of a request for work from the Commissioner, Contractor shall conduct a site visit to verify the scope of abatement activities required. Contractor shall thoroughly examine existing conditions, substrate surfaces, access limitations, logistical challenges, and all other conditions that may deter Contractor from performing the abatement in a proper and timely manner.
 - 2. Contractor shall submit a written Asbestos Abatement Work Plan including: a description of the scope of work; quantities for all abatement-related work activities; drawings indicating proposed utility connection locations; drawings of proposed waste storage locations and waste transport routes; drawings of decontamination enclosures and isolation barriers; locations of negative air exhaust units and exhaust points; and a detailed schedule of work.
 - 3. By submitting the Asbestos Abatement Work Plan, Contractor represents that it has determined and verified all materials, field measurements, field conditions, and quantities and has coordinated the information contained in each submittal with the requirements of the Work and the Contract Documents. Submittal of a proposal and start of work activities will indicate acceptance of all existing conditions.
 - 4. The asbestos abatement proposal will be completed at no cost to the Commissioner.
 - 5. Each purchase order time schedule will be based on the actual agreement of Contractor and the Commissioner.
 - 6. The Commissioner's review and approval of the submittals does not relieve Contractor, Subcontractor, manufacturer, fabricator, or supplier from Contractor's standard of care for the performance of the Work.
- B. Contractor must submit copies of the following documents upon receipt of a purchase order:
 - 1. User Form: Contractor shall complete and submit all information necessary for the User Form to be completed by the Commissioner, including, but not limited to, start date, finish date, scope description, pre-meeting date, and barricade plan. The User Form shall be approved by all applicable parties prior to the initiation of abatement activities and a copy of the approved User Form shall be maintained on-site at all times during abatement activities.
 - 2. Coordination: Contractor will schedule work and operations of each purchase order so as to cause minimal disruption or interruption on ongoing activities or building services. Every effort must be made to accommodate building personnel's requests through the Commissioner.

3. Notification: It will be the sole responsibility of Contractor to notify, secure, and pay for any and all IEPA, IDPH, and CDPH notifications and/or permits. Copies of notifications must be forwarded to the Commissioner within 24 hours of submittal.
4. IEPA Demolition/Renovation/Asbestos Project Notification Form: Notify the IEPA, for projects involving the abatement of at least 160 square feet (SF) or 260 linear feet (LF), or one cubic meter of asbestos-containing or asbestos-contaminated materials, by completing the Combined Notification Form of the planned asbestos abatement project a minimum of ten (10) business days prior to commencement of work. Contractor must also provide the Combined Notification Form to the CDPH.
5. IDPH Asbestos Abatement Project Notification Form: Notify the IDPH, for projects involving the abatement of greater than 3 SF and/or 3 LF up to 160 SF or 260 LF of asbestos-containing or asbestos-contaminated materials, by completing the Combined Notification Form for the planned asbestos abatement project a minimum of ten (10) business days prior to commencement of work. Contractor must also provide the Combined Notification Form to the CDPH. In the event that abatement activities are to be performed under an annual operations and maintenance (O&M) notification form as submitted and approved by the CDPH, then a notification to IDPH shall be submitted two (2) business days prior to commencement of work.
6. For all utility disconnections or system shutdowns required for project performance, Contractor shall submit a written request indicating the locations and descriptions of requested disconnections and shutdowns as indicated on work plan drawings to the Commissioner no less than 48 hours prior to the initiation of abatement activities. For all utility connections, temporary barrier locations and other security barriers required for project performance, Contractor shall submit a written request identifying the locations and descriptions of requested disconnections and barriers as indicated on work plan drawings to the Commissioner no less than 48 hours prior to the initiation of abatement activities.
7. Employee Protection Program: A copy of the Employee Protection Program developed for use on this project must be submitted by Contractor for approval by the Commissioner. The program must meet the requirements specified in 29 CFR 1910.134, including, but not limited to, medical screening, semi-annual fit testing for negative air respirators, training, and cleaning/maintenance. Dependent upon the work environment, Contractor must take into consideration the proper respirator system appropriate for the environmental conditions (initially, as well as, during the work in progress). Factors such as the type of material being abated (e.g., serpentine group (chrysotile), amphibole group (amosite), and air sampling test results for employee health protection) will determine the type of respirator and air supply system necessary, all in accordance with OSHA regulations. No abatement work will be performed without an approved Employee Protection Program.
8. Hazard Communication Plan: Establish and implement a Hazard Communication Plan as required by 29 CFR 1910.1200. A copy of the plan developed for use on the contract must be submitted by Contractor for approval by the Commissioner.
9. Contractor must provide documentation of arrangements for the transport and disposal of asbestos-containing or asbestos-contaminated materials and supplies, and the name and location of the disposal site; in the event that other unanticipated waste is identified during work activities a Waste Management Plan will be required as described below.
10. Waste Management Plan: Contractor shall provide a Waste Management Plan for approval by the Commissioner, that complies with applicable federal, state, and local hazardous waste regulations and addresses the following:
 - a. Identification of wastes associated with the work.

- b. Estimated quantities of wastes to be generated and disposed of.
 - c. Names and qualifications of each subcontractor that will be transporting, storing, treating, and disposing of waste. Include the facility location and a 24-hour point of contact.
 - d. List of waste handling equipment to be used in performing the work including cleaning, volume reduction, and transport equipment.
 - e. Spill prevention, containment, and cleanup contingency measures that will be implemented in the event of a spill or release.
11. Contractor must supply copies of current IDPH abatement licenses, current annual refresher training certificates, medical surveillance records, and respiratory training/fit test records for all supervisors and workers to be designated to the project.
 12. Contractor must provide certificates of compliance to demonstrate compliance with the American National Standards Institute (ANSI) Z9.2-2012 standard *Fundamentals Governing the Design and Operation of Local Exhaust Ventilation Systems* by providing manufacturer's certificates for vacuums, water filtration equipment, ventilation equipment (HEPA filters), and other equipment required to contain asbestos fibers.
 13. Contractor must provide copies of Safety Data Sheet (SDS) from the supplier or manufacturer for all chemicals to be utilized during proposed abatement activities.
 14. Contractor must provide the credentials of the air monitoring laboratory engaged to perform analysis of personal air monitoring samples. The laboratory must participate and be proficient in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing Program for asbestos analysis. Phase contrast microscopy (PCM) analysis methods shall be in accordance with National Institute for Occupational Safety and Health (NIOSH) Method 7400.
- C. During and upon completion of abatement activities of each purchase order, Contractor must submit to the Commissioner the following information:
1. Submit job progress reports detailing abatement activities, including a review of progress with respect to previously established schedules, problems and actions taken, injury reports, and equipment breakdowns on a weekly basis.
 2. Submit copies of all transport manifests, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area during the abatement process within ten (10) days of completion. Copies of all waste manifests must be signed by the Commissioner's duly authorized agent prior to submittal to the landfill if the CDA is the generator or co-generator. If other ancillary waste is generated during work activities that is not the CDA's responsibility, Contractor will identify such waste and provide the Commissioner with a recommendation for how to proceed. If such waste is the sole responsibility of Contractor, then the waste will be properly disposed of by Contractor in accordance with applicable laws.
 3. Submit copies of worksite entry log books with information regarding worker and visitor access on a weekly basis.
 4. Submit logs documenting filter changes for respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls on a weekly basis.
 5. Submit results of personal exposure monitoring collected during the course of the abatement on a weekly basis.

Submit a written certification by Contractor that all work has been completed in conformance with all applicable regulations and that all asbestos-containing and asbestos-contaminated material has been removed from the site and legally transported and disposed of at an approved disposal facility.

5.11. Special Legal Requirements for Asbestos Abatement

Contractor must be aware of and comply with all federal, state, and local laws and regulations concerning asbestos removal and disposal whether described herein or elsewhere throughout the duration of the Contract without additional cost to the City. The work is subject to the following standards, regulations, and requirements, including, but not limited to:

- A. USEPA regulations at 40 CFR Part 61 Subparts A (General Provisions) and M (Asbestos).
- B. OSHA regulations at 29 CFR 1910.134 (Respiratory Protection), 29 CFR 1910.1001 (Asbestos), 29 CFR 1910.1200 (Hazard Communication), 29 CFR 1926.20 (General Safety and Health), and 29 CFR 1926.1101 (Asbestos).
- C. Illinois Asbestos Abatement Act (105 ILCS 105), Illinois Commercial and Public Building Asbestos Abatement Act (225 ILCS 207), and IDPH regulations at 77 IAC Part 855 (Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois).
- D. NIOSH Criteria for a Recommended Standard: Occupational Exposure to Asbestos, 1972.
- E. Chicago ordinances at Municipal Code of Chicago (MCC) 11-4 Article XVIII (Asbestos, Sandblasting, and Grinding Standards).

Contractor must have copies of the above regulations available at the job site at all times.

5.12. Asbestos Removal Materials

- A. Surfactant (Wetting Agent)
 - 1. Surfactants must be specially formulated for use with ACM, and must be capable of penetrating and "wetting" all types of asbestos thoroughly and quickly. Surfactants must be non-toxic and non-flammable, and shall be mixed with water and used in strict accordance with manufacturer specifications.
 - 2. The Commissioner shall have the right to review wetting agent documentation and accept or reject the material based on formulation, past experience with the product, or applicability of material for the current abatement activity.
- B. Mastic Removal Materials
 - 1. Mastic removal solvents shall be specially formulated for use with flooring adhesives and shall be free of petroleum distillates or materials classified as hazardous or carcinogenic by OSHA and must be non-toxic and non-flammable.
 - 2. Solvents shall be designated as "no odor" or "low odor" and shall provide a substrate surface that is washable with clean water and residue free.
 - 3. Solvents shall contain less than 5 percent volatile organic compound (VOC) content by weight, in accordance with the requirements set forth by the California Air Resource Board and the Ozone Transport Commission.
 - 4. The Commissioner shall have the right to review mastic removal material documentation and accept or reject the material based on formulation, past experience with the product, or applicability of material for the current abatement activity.
- C. Asbestos Encapsulation
 - 1. Bridging encapsulates shall be specially formulated and designed to encapsulate ACM while providing an adequate fireproofing rating and being compatible with the material to be penetrated and sealed.
 - 2. Surfactants shall be non-toxic and non-flammable, and shall be used in strict accordance with manufacturer specifications.

3. The Commissioner shall have the right to review encapsulant documentation and accept or reject the material based on formulation, past experience with the product, or applicability of material for the current abatement activity.
- D. Polyethylene Sheeting
 1. Wall preparation: Minimum of one layer with a 6 mil thickness.
 2. Floor preparation: Minimum of one layer with a 6 mil thickness.
 3. Critical seals: Minimum of a 6 mil thickness.
 4. All others: Minimum of 4 mil thickness.
- E. Plastic Bags: Plastic bags must be 6 mil in thickness and be marked with caution labels in accordance with OSHA regulations.
- F. Tape: Tape must be capable of airtight sealing joints of adjacent polyethylene sheets, for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water.
- G. Disposable Containers: Disposable containers must be suitable to receive and retain any ACM until disposal at an approved site. The containers must be labeled in accordance with OSHA, IEPA, and/or applicable government regulations. Containers must be both air and water tight.
- H. Warning Labels and Signs: Warning labels and signs must be posted in accordance with OSHA, IEPA, and/or applicable governmental regulations.
- I. Other Materials: Provide all other materials such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area.
- J. Sheet Metal: Sheet metal closures must be included as necessary to seal in accessible areas behind duct work.
- K. Delivery, Storage and Handling
 1. Packaged materials must be delivered to the project in their original, sealed containers bearing the manufacturer's name and material identification. Materials must be stored in strict accordance with the manufacturer's printed directions.
 2. Containers that have broken seals will not be accepted or used. Seals are not to be broken until inspected by the Commissioner.
 3. All unsatisfactory and damaged material must be removed from the premises, and replaced with new materials.

5.13. Tools and Equipment for Asbestos Abatement

- A. Water Sprayer: Must be airless or other low pressure sprayer for amended water application.
- B. Airless Sprayer Equipment: Must consist of HEPA filtration systems and electronic precipitators.
- C. Airless Sprayer: Must be an airless or other low pressure sprayer, suitable for application of encapsulating material.
- D. Vacuum Equipment: All vacuum equipment utilized in the work area must be equipped with HEPA filtration equipment.
- E. Ladders and Scaffolding: Must meet all applicable safety regulations to accomplish the specified work.

- F. Transportation Equipment: Must be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property.
- G. Isolation and Construction Hygiene Barriers: Barriers shall be constructed where necessary to restrict access to the work area. Barriers must be of ½ inch minimum thickness plywood, gypsum board, or similar sheathing material with any framing required to support the barriers properly and must be equipped with padlocks or equivalent to provide adequate security to the work area. Separation barriers that are to remain in place beyond a single work shift shall only be constructed upon prior approval from the Commissioner.
- H. Safety Equipment: Contractor is fully responsible for providing and complying with OSHA rules for safety equipment such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on-site during performance of work under this contract.
- I. Other Tools and Equipment: Provide tools for stripping, removal, encapsulation, and disposal activities including, but not limited to, hand-held scrapers, wire scrapers, sponges, round edge shovels, brooms, and carts.

5.14. Special Procedure Requirements for Asbestos Abatement

- A. Protection for Employees, Inspectors, or Other Personnel: Dress and equipment for asbestos removal must be provided by Contractor.
 - 1. Contractor must provide its employees with National Institute for Occupational Safety and Health (NIOSH)-approved respiratory protective equipment suitable for use in asbestos-containing atmospheres. Filters must be changed as necessary.
 - 2. Contractor must establish a respiratory protection program which meets the requirements of OSHA regulations at 29 CFR 1910.134.
 - 3. Contractor's employees must be trained in the proper use of respirators, including the limitations of the equipment. Contractor's employees must have an opportunity to handle the respirator, have it fitted properly, test the face-to-facepiece seal wear, wear it in normal air for a period of time, and have fit tests performed. Employees must be able to inspect the respirator for worn or deteriorated parts and documentation of fit testing must be maintained on-site. Employees must be medically fit to wear a respirator as determined by a physician's written opinion on an annual basis.
 - 4. Respirators must be assigned to workers for their exclusive use.
 - 5. Contractor, at a minimum, must provide the means to perform regular cleaning and disinfecting of respirators after each day's use.
 - 6. Respirators must be stored in a clean and sanitary location.
 - 7. Contractor must provide disposable whole body clothing, including coveralls, head coverings, and gloves.
 - 8. If at any time during asbestos abatement the air monitoring results indicate that fiber counts above the respiratory protection afforded by the respiratory equipment being used by Contractor, as listed in OSHA regulations at 29 CFR 1910.1001 or 29 CFR 1926.1101, then the work will be stopped and Contractor will be required to provide respirators which meet the appropriate protection required for abatement. Respirators must be provided for all Contractor personnel at the job site.
 - 9. For all employees working with asbestos, Contractor must provide medical examinations which, at a minimum, must comply with the provisions of the OSHA asbestos standard. Such examinations must include, at a minimum, a chest X-ray, pulmonary function testing, and a background check of any symptoms of respiratory disease.

10. Medical examinations must be current and renewed on an annual basis.
 11. Contractor must provide the Commissioner with documentation that medical examinations have been provided to all employees assigned to the asbestos abatement project. The physician must determine the ability of all employees who are assigned to wear respirators to use such equipment.
- B. Worker Decontamination Facility and Practices
1. Contractor will provide or construct an appropriate worker decontamination facility at all locations where workers will enter or exit the work area in compliance with 29 CFR 1926.1101(b) Decontamination Area. Remote worker or equipment decontamination enclosure systems may be used when the asbestos abatement work occurring in a contained area is restricted to the removal of non-friable ACM by a method which does not cause the ACM to become friable or the removal of TSI by use of a glovebag technique. Worker access to and from contained areas must be through an airlock.
 2. Contractor will be solely responsible for maintenance of the isolation/decontamination area and for the disposal or decontamination of equipment used during abatement activities. This will include asbestos wastes including water, as well as for decontamination procedures for any occupants, workers, equipment, or related items leaving the isolation area, contaminated area, or the building. Maintenance of decontamination enclosure systems and workplace barriers must be in compliance with 29 CFR 1926.1101. Once operational, the system shall be inspected daily. Damages and defects must be repaired immediately upon discovery.
 3. All personnel and authorized visitors shall enter the work area through the worker decontamination enclosure and shall sign the entry log, located in the clean room, upon entry and exit.
 4. Employees will remove street clothes and store them in the clean room, dress in clean disposable clothing, and don their respirators prior to proceeding to the work area. All workers entering regulated areas must enter via the gross removal containment decontamination unit. Enter at "clean room" chamber, don respiratory protection and protective coveralls, and proceed through "shower room" and "equipment room" to work area.
 5. Employees leaving the work area for any reason must remove all disposable clothing and place them in a designated receptacle. The respirators should not be removed while in the work area. All workers exiting regulated work area must exit via the gross removal containment decontamination unit. Prior to exiting the regulated work area, remove all gross contamination from protective coveralls and abatement equipment or tools. Initiate exit at "equipment room" chamber and wet wipe and HEPA vacuum removal equipment and tools. Remove and dispose protective coveralls and proceed to "shower room" chamber. Wet respiratory protection including filters, then remove, store, and continue cleaning activities utilizing shampoo and soap. Cleaning activities will include use of soap, shampoo, and water. Subsequent to cleaning procedures, exit decontamination unit via "clean room" chamber.
 6. While wearing the respirator, each worker must proceed to the shower and wet his or her entire body before removing the respirator. Upon removal, the filters must be discarded into a designated receptacle, and the employees will then finish their showers. Contractor must provide hot and cold water for bathing. Connections to the water service will be the sole responsibility of Contractor and approved by the Commissioner. Shower water shall be collected and filtered through a system with at least 1 micron particle size filtering capability.
 7. Workers must not eat, drink, smoke, chew tobacco or gum, or apply cosmetics while in the abatement area.

8. Adequate toilet facilities should exist in the work area to avoid decontamination for this purpose. Where such facilities do not exist, Contractor must provide portable service.
 9. No individual will be permitted access to the abatement area that does not adhere strictly to the above work and hygiene practices.
 10. Exception: Aid for a seriously injured worker must not be delayed for reasons of decontamination. Designate an emergency exit.
- C. Equipment and Waste Container Removal
1. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming before moving such items from the work area.
 2. Waste materials for gross removal activities shall be transported through the worker decontamination unit or through a dedicated two-chamber equipment and material decontamination enclosure system.
 3. All waste materials to be transported through occupied areas of the facility must be placed in a cart and covered with polyethylene sheeting prior to transport.
 4. Contractor shall minimize transportation of waste materials through occupied areas to the extent feasible. Waste disposal activities shall be performed during periods of low occupancy if possible.
 5. Contractor shall clean, remove, and store all movable items from the work area in a clean location.
- D. Preparation of Work Area Prior to Asbestos Removal and Protection of Property
1. The Commissioner shall shut down and isolate heating and ventilating systems to prevent contamination and fiber dispersal to other areas of the structure.
 2. The Commissioner shall shut down and lock out electric power to all work areas. All power to work areas shall be brought in from outside the work area by Contractor through ground-fault circuit interrupters at the sources. Contractor shall provide 48 hours' notice in advance of a shutdown.
 3. Contractor shall clean, remove, and store all movable items from the work area in a clean location.
 4. Contractor shall clean fixed objects within the work areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate and enclose with 4 mil polyethylene sheeting and tape.
 5. Contractor shall remove and clean ceiling-mounted objects such as light fixtures, electrical track, alarm systems, ventilation equipment, and other items not previously sealed off that interfere with asbestos abatement. Use localized water spraying or HEPA filtered vacuum equipment during fixture removal to reduce fiber dispersal. Do not use water spray on live electrical fixtures.
 6. Contractor shall clean entire work areas using HEPA filtered vacuum or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, are prohibited.
 7. Contractor shall use all means necessary to prevent the spread of asbestos fibers during the performance of abatement to the exterior of the contained area. Contractor must thoroughly seal all openings and fixtures with critical seals including, but not limited to heating, ventilation, and air conditioning (HVAC) ducts, skylights, doors, windows, or other openings that might

reasonably permit the emission of visible particulate matter. All critical seals shall use 6 mil polyethylene sheeting and tape affixed to the applicable building components. The seals must remain in place until all ACM have been removed from the abatement areas and air clearance has been achieved. The building's HVAC system must not be operated during the removal process.

8. Contractor shall cover floor surfaces with 6 mil polyethylene sheeting sealed with tape and wall surfaces with 6 mil polyethylene sheeting sealed with tape. To begin, cover floors so that the polyethylene extends at least 12 inches up on the walls. Then, cover walls with the polyethylene sheeting to floor level, thus overlapping the floor material by a minimum of 12 inches. The polyethylene sheeting must be sized to minimize seams. Seams must be staggered and separated by a distance of at least 6 feet.
9. Contractor shall keep suspended ceiling tiles and components in place where friable ACM is present until the abatement area has been plasticized. In addition, worker and equipment decontamination enclosures shall be in place to initiation of ceiling component removal. Where no friable ACM is present in the work area, in lieu of removal and disposal of suspended ceiling tile and components, the following shall be conducted:
 - a. Suspended ceiling tiles and components may remain in the proposed work area if isolated from the proposed work area by erection of work place barriers consisting of a minimum of one layer of 6 mil polyethylene sheeting.
 - b. Suspended ceiling tiles, when clean or otherwise determined not to be contaminated, may be removed from the proposed work area prior to erection of the work area decontamination unit. Ceiling tiles may be stored in a temporary location and re-installed after acceptable final air clearance sampling has been completed and the contained area tear down is completed.
10. Contractor shall maintain emergency and fire exits from the abatement areas or establish alternative exits in accordance with the local building code. Contractor shall submit alternative exits to the Commissioner.
11. Contractor shall use all means necessary to protect existing equipment, ceilings, fixtures, appurtenances, and walls where this work occurs. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Commissioner, at no additional cost to the City.
12. Contractor shall protect all floors from abrasion or damage by Contractor's operations, equipment, scaffolding, use of water, asbestos fallout, and any other potential damaging material, item, or operation. Contractor must use plywood, polyethylene sheeting, drop cloths, or other devices which are disposable and approved by the Commissioner.
13. Contractor shall not disturb ACM during the preparation phase.
- E. Protection for General Public: The work area must be secured from the general public and City personnel. Contractor must post appropriate warning signs approved by the Commissioner and install barricades and controls to prevent access by unauthorized persons. The work area will be closed for Contractor's operations, and Contractor must coordinate all security measures with the Commissioner.
- F. Negative Pressure System
 1. Contractor must use a HEPA filtration system to establish a negative pressure system to prevent contaminated air from escaping from the work site to uncontaminated areas, and consisting of:

- a. Negative air machines (NAMs) exhausted from the work site and vented to the outside of the building.
 - b. A sufficient number of NAMs to provide a negative pressure of 0.02 inches of water column between the work area and adjacent spaces, and 4 air changes per hour. Assume NAMs operate at 80 percent of design capacity. At least one backup NAM must be available per work site.
 - c. A negative air pressure that will remain in continuous operation until air clearance is achieved within the abatement area.
2. The negative air pressure equipment must conform to the ANSI Z9.2 standard.
 3. Contractor must pay all patent royalties and license fees for all materials, processes, procedures, and systems covered by patents which are used or incorporated in the work, whether specified or not.
 4. Contractor must use a HEPA air filtration system in work areas not requiring their use when directed by the Commissioner. The use of NAMs as required to complete asbestos abatement will not be a reimbursable item for asbestos abatement work. These items are for non-asbestos related work required by the Commissioner and described below.
- G. Isolation/Construction Hygiene Barriers
1. Where lockable doors or other security measures to restrict the abatement area from other occupied areas are not available and/or as otherwise requested by the Commissioner, isolation barriers shall be erected to enclose the contained work area.
 2. Barriers constructed to enclose a contained area shall be of ½ inch minimum thickness plywood, gypsum board, or similar sheathing material with any framing required to support the barriers properly. Framing shall be on the outside of the barrier (outside the contained area). Gypsum board or similar cementitious material shall be protected on the work side from damage from moisture such as by painting or by covering with polyethylene sheeting. All seams and edges of the barriers shall be caulked, or the work side of the barrier shall be covered with two layers of 6 mil polyethylene sheeting with overlapping seams and taped seams and edges.
 3. If the space on the outside of the barrier is not occupied and is secured so that there is no access by building occupants, including custodial and maintenance employees, the barrier may be constructed of lumber or metal framing with a maximum on-center spacing of 24 inches, with two layers of polyethylene sheeting with staggered joints applied to each side of the framing. Edges and seams must be taped.
 4. Contractor must use a HEPA filtration system to establish a negative pressure system to prevent contaminated air from escaping from the work site to uncontaminated areas as specified above for isolation/construction hygiene barriers unless otherwise approved by the Commissioner.
 5. The barrier shall extend from the floor level to within 6 inches of the ceiling but is not required to exceed a height of 8 feet above the floor.
 6. If access through the barrier by abatement workers is required, an entrance with a lockable door shall be installed in the barrier.
 7. Contractor shall exercise caution to prevent the disturbance of friable ACM during the placement of separation barriers.

8. Upon completion of abatement activities and upon authorization by the Commissioner, Contractor shall fully remove all isolation barriers and shall repair damage to building materials that may have occurred as the result of the installation or removal of barrier systems.

5.15. Execution for Asbestos Abatement

Contractor shall not start abatement work until the following requirements have been met: (1) the personnel, material, and equipment decontamination system has been constructed, tested, and approved by the Commissioner, (2) all pre-abatement submissions, notifications, postings, and permits have been provided and are satisfactory to the Commissioner, and (3) all equipment for abatement, cleanup, and disposal of wastes are available and present on-site.

A. Removal of Asbestos

1. Use full containment, gross removal procedures or glovebag removal procedures to remove ACM. The use of other abatement techniques must be requested in writing by Contractor with documented rationale and exposure data, as necessary.
2. The ACM must be sprayed with water containing an approved additive (surfactant) to enhance penetration. A fine spray of this solution must be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos must be adequately wet to prevent emission of airborne fibers in excess of the exposure limit prescribed in the OSHA standards. Additional spot spraying must be applied to areas unaffected by initial spraying application.
3. Wet removal of asbestos material must be done in small sections. The material must be packed into labeled 6 mil polyethylene bags and/or fiber drums prior to starting the next section to prevent the material from drying.
4. Asbestos waste must not be permitted to dry or accumulate in the work area.
5. Any asbestos waste material that falls to the floor shall be wetted and picked up immediately. Material shall be lowered to the floor in containers from elevated areas in a safe controlled manner to avoid injury and prevent contamination. ACM removed from building structures or components shall not be dropped or thrown to the floor.
6. Removal of asbestos must be in compliance with 29 CFR 1926.1101(g) (Methods of Compliance) and all other applicable regulatory requirements.

B. Signs and Labels

1. Danger signs must be posted at all entrances to the work areas. Signs must comply with the OSHA requirements. Vertical format 20 inch x 14 inch signs must display the following text:

DANGER ASBESTOS
Causes Damage to Lungs
Authorized Personnel Only

2. Labels must be affixed to all asbestos-containing waste. Labels must comply with OSHA requirements, and must be of sufficient size and contrast to be readily visible and legible. The label must state:

DANGER

Contains Asbestos Fibers

May Cause Cancer

Do Not Breathe Dust

Avoid Creating Dust

3. All costs associated with signage are the responsibility of Contractor.
- C. Cleanup Procedures: Upon completion of abatement activities and the initiation of final clearance air monitoring by the Commissioner, Contractor shall thoroughly clean the areas affected by abatement activities inclusive of areas outside the limits of Contractor's work area where permission to work was granted in accordance with the procedures below.
1. Remove and containerize all visible accumulations of ACM and asbestos-contaminated debris utilizing rubber dust pans and rubber squeegees. Conduct wet cleaning and HEPA vacuuming of all surfaces within the contained or regulated area (initial cleaning). Metal shovels shall not be allowed on the interior of the abatement area.
 2. Thoroughly clean and remove surplus construction material, equipment, material, and or/debris generated during the abatement project and handle accordingly. All negative pressure ventilation units and decontamination units shall remain in place and in continuous operation throughout cleaning activities until the specified clearance air monitoring criteria have been achieved.
 3. Allow an adequate settling period prior to conducting final cleaning of the work area.
 4. Conduct wet cleaning of all surfaces within the work area. Excess water and debris shall be removed from the work area utilizing absorbent materials or other applicable means. Upon completion of this cleaning, the Commissioner's representative shall inspect the abatement area for cleanliness and approval prior to encapsulation and/or clearance air monitoring.
 5. Remove all remaining contaminated waste containers, tools, and equipment from the abatement area and decontaminate in the equipment decontamination enclosure system.
 6. Conduct additional HEPA vacuuming of all surfaces to remove any residual fibers, debris, and residues.
 7. Upon completion of this cleaning, the Commissioner's representative shall inspect the abatement area for cleanliness prior to encapsulation of the work area and/or clearance air monitoring. Unless otherwise directed by the Commissioner, Contractor shall use a spray encapsulant to lock down any airborne fibers within the abatement area. Contractor shall ensure that all surfaces inclusive of polyethylene walls, floors, and ceilings have been adequately sprayed with the encapsulant. Contractor shall avoid overspraying to prevent the creation of pooling of material within the abatement area.
 8. The Commissioner's representative shall inspect the abatement area to verify that the area is ready for aggressive final air clearance sampling. Upon completion of sampling and analysis, the Commissioner's representative shall communicate the results of sampling to Contractor. In the event that clearance for re-occupancy was not achieved, Contractor shall immediately begin cleaning activities to rectify the cleanliness of the abatement area. Contractor shall cover

any additional cost for additional cleaning and aggressive final air clearance sampling performed and such activities will be at no cost to the Commissioner.

D. Clearance Air Monitoring and Analysis

1. Following the completion of cleanup operations, Contractor must notify the Commissioner that abatement areas are ready for air clearance monitoring.
2. The Commissioner will conduct a visual inspection of the work area. If the work area is found to be clean, the Commissioner will arrange for clearance air monitoring within the abatement area and adjacent areas (if applicable) for airborne fiber concentrations. Results will be given to Contractor within approximately 24 hours of testing.
3. The HEPA-filtered negative air pressure equipment must operate in the abatement area during clearance air monitoring and until acceptance by the Commissioner.
4. Contractor will be released from the abatement work when each air sample value is 0.01 fibers per cubic centimeter (f/cc) or below.
5. For non-friable abatement activities, O&M activities, and glovebag operations, the results of area monitoring may be used as a proxy for aggressive final clearance air sampling at the discretion of the Commissioner if acceptable per federal, state, and local regulations.

E. Restoration of Building and Systems

1. Re-establishment of the work area will occur following completion of the cleanup procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Commissioner.
2. Additional air monitoring must be performed in the event additional cleanup is necessary at the direction of the Commissioner. All costs associated with additional air monitoring will be the responsibility of Contractor at no cost to the Commissioner.
3. Following completion of clearance air monitoring of the abatement area, remaining polyethylene barriers and worker and equipment decontamination enclosure systems must be removed and disposed of as asbestos-contaminated waste. Following removal, the entire area, including HVAC filter assembly and ductwork, must be wet cleaned or HEPA-vacuumed to remove residual asbestos fibers.
4. Mounted objects removed during area preparation activities must be re-secured.
5. Movable objects that were removed to temporary locations must be relocated to original positions.

5.16. Disposal of Asbestos Materials and Related Debris

- A. All bags or containers containing asbestos debris shall be labeled with the owner/generator name, address, city, state, and Zone Improvement Plan (ZIP) code.
- B. Contractor must place all daily accumulated ACM debris in an approved, lockable, fully contained/secured and lined dumpster. The location/site of the dumpster shall be determined by the Commissioner prior to beginning any ACM removal activities. Loaded dumpsters shall be removed from the location/site by an approved waste hauler and taken to a legally zoned, permitted, and approved waste disposal site as identified in Contractor's pre-work submittals. If Contractor elects, it may choose to remove the ACM from the work site on a daily basis by using an approved waste hauler who takes ACM to the approved waste disposal site. Choosing the daily removal of ACM will in no way affect Contractor's unit prices bid.
- C. All waste manifests shall be signed by the Commissioner's duly authorized agent prior to disposal.

- D. All asbestos material and miscellaneous debris must be transported in sealed containers to the pre-designated disposal site in accordance with state and local regulations.
- E. All asbestos waste materials must be disposed of at an approved landfill which is operated in accordance with the provisions of the 40 CFR Part 61 Subpart M, and approved by the Commissioner.

5.17. Gross Asbestos Removal

For the purpose of preparing unit prices for gross asbestos removal, Contractor must include all costs associated with abatement including, but not limited to pre-cleaning, enclosure of work areas, maintaining negative air pressure within the containment, asbestos removal, decontamination, and legal waste disposal. Contractor must prepare his or her bid in accordance with procedures and practices governing gross asbestos removal including, but are not limited to, the following:

- A. Use of appropriate respiratory protection for asbestos abatement workers per OSHA.
- B. Sealing and fully containing the abatement work area in polyethylene sheeting.
- C. Decontamination of the area by an approved decontamination method including the use of a HEPA vacuum.
- D. Providing an equipment room, air locks, clean room, and shower for asbestos abatement worker and equipment decontamination.
- E. Maintaining a negative air pressure in the abatement work area, HEPA-filtered, and capable of at least negative 0.02 inches of water column or 4 air changes per hour whichever is greater.
- F. Use of respirators and all other applicable safety equipment as prescribed by OSHA, USEPA, and all other governing agencies.
- G. Air sampling in accordance with OSHA regulations relating to employee health and protection. A sufficient number of air samples shall be collected to verify exposure conditions.
- H. Providing all personnel with current and proper medical screening, respirator fit testing, and training for their respective duties prior to entering an abatement work area.
- I. Contractor is required to stop the work if airborne asbestos concentrations at the work area perimeter exceed 0.1 f/cc in area air samples to be collected by the Commissioner. Contractor is responsible for taking corrective action to reduce the exterior exposure level, prevent re-occurrence, and clean adjacent areas that become contaminated by asbestos abatement activities.
- J. After the receipt of Contractor's notice regarding final completion of abatement activities, the Commissioner will initiate aggressive final clearance air monitoring. In the event that Contractor fails to comply with the specifications, Contractor must correct the defective asbestos abatement work. Any additional cleaning and air clearance testing required must be paid for by Contractor at no additional cost to the Commissioner.

5.18. Glovebag Removal Procedures

Glovebag removal procedures may be permitted in cases where a series of small removals and/or repairs are appropriate. This procedure applies only in isolated, non-occupied areas, or areas from which personnel have been relocated and includes the repair and encapsulation of any exposed asbestos-containing surface. Unless approved by the Commissioner, Contractor shall assume that all glovebag removal procedures shall be performed in a tented mini-containment enclosure. Glovebag removal methods may include, but are not limited to, the following:

- A. Conduct pre-cleaning of the work area utilizing HEPA vacuums and wet methods.
- B. Remove all movable objects from the work area.

- C. Use appropriate respiratory protection and personal protective equipment for asbestos abatement workers per OSHA requirements.
- D. Shut down and isolate heating and ventilating air systems to prevent fiber dispersal to other areas of the building as applicable.
- E. Install critical barriers at openings in the work area as applicable including windows, doorways, vents, and other openings with 6 mil polyethylene sheeting or equivalent and establish a regulated area.
- F. Wrap fixed objects and specific equipment items to remain in the proposed work area with one layer of 6 mil polyethylene sheeting or equivalent.
- G. Install a tented mini-containment enclosure around the work area utilizing 6 mil polyethylene sheeting to contain the work area from the surrounding areas. Mini-containment enclosures will be required for all glovebag removal activities unless otherwise approved by the Commissioner.
- H. Glovebags must be made of 6 mil thick clear polyethylene sheeting, which must not be less than 40 inches wide and 64 inches long in size.
- I. Attach the glovebag securely around the insulation in a manner to prevent air transfer. Removal procedures must be performed by the asbestos worker from inside a 6 mil polyethylene barrier or containment area.
- J. All glovebag procedures must be performed by a minimum of two licensed workers with experience performing this type of abatement operation.
- K. Place the glovebag enclosure on the piping system and secure the bag in place to create an airtight enclosure.
- L. Insert tools and equipment in the bag and seal all openings utilizing duct tape.
- M. Attach a HEPA vacuum to the glovebag to maintain a negative pressure within the bag for the duration of abatement activities.
- N. Conduct smoke testing to verify the integrity of the enclosure and repair as necessary.
- O. Utilize manual methods and hand tools to remove all materials fully within the glovebag enclosure.
- P. Amended water shall be sprayed on the interior of the bag continuously to ensure the material is adequately wet during removal activities.
- Q. Upon removal of the insulation, the unprotected pipe shall be sprayed with amended water and scrubbed with a bristle or nylon brush to remove all visible ACM. The pipe, interior of the bag, insulation, and tools shall then be sprayed with amended water.
- R. Any exposed pipe insulation ends or repairs created by this procedure shall be sealed with encapsulant prior to removal or thoroughly wetted before removal of the glovebag and sealed with re-wettable canvas, bridging encapsulant, or any combination of these materials immediately following removal activities.
- S. Any glovebag removal procedures must conform to all federal, state, and local regulations and must be set forth in advance and approved by the Commissioner.

5.19. Non-Friable Removal Procedures

Contractor shall perform abatement procedures utilizing non-friable methods where appropriate under this contract. Non-friable removal and disposal of Category I and Category II non-friable materials shall be

performed in accordance with 29 CFR 1926.1101 and 40 CFR Part 61 Subpart M. Additional requirements of non-friable abatement activities are provided as follows:

- A. Contractor shall thoroughly inspect the work area and conditions to verify the appropriateness of non-friable abatement methods prior to initiating non-friable abatement activities.
- B. Remove all movable objects from the work area.
- C. Use appropriate respiratory protection and personal protective equipment for asbestos abatement workers per OSHA requirements.
- D. Shut down and isolate heating and ventilating air systems to prevent fiber dispersal to other areas of the building as applicable.
- E. Install critical barriers at openings in the work area as applicable including windows, doorways, vents, and other openings with 6 mil polyethylene sheeting or equivalent and establish a regulated area.
- F. Wrap fixed objects and specific equipment items to remain in the proposed work area with one layer of 6 mil polyethylene sheeting or equivalent.
- G. Remove material in a manner that does not render it friable during the course of removal. In the event that these materials are rendered friable as determined by Contractor or the Commissioner's representative, Contractor shall perform remaining removal activities in accordance with the gross asbestos removal requirements as detailed above.
- H. Conduct personal air sampling in accordance with OSHA regulations relating to employee health and protection. A sufficient number of air samples shall be collected to verify exposure conditions.
- I. Wet materials with amended water as applicable to minimize the potential for accidental fiber release.
- J. Place all asbestos-containing and asbestos-contaminated waste in sealed and labeled 6 mil plastic bags for disposal at an approved disposal site.
- K. Clean the work area using wet rags, mops, or sponges, and HEPA vacuums leaving no visible residue.
- L. Contractor is required to stop the work if airborne asbestos concentrations at the work area perimeter exceed 0.1 f/cc in area air samples to be collected by the Commissioner. Contractor is responsible for taking corrective action to reduce the exterior exposure level, prevent re-occurrence, and clean adjacent areas that become contaminated by asbestos abatement activities.
- M. In the event Contractor fails to comply with the contract documents, Contractor must correct the defective asbestos abatement work. Any additional cleaning and air clearance testing required must be paid for by Contractor at no additional cost to the Commissioner.

5.20. Operation and Maintenance Procedures

For the purpose of preparing unit prices for O&M activities, Contractor must include pre-cleaning, preparation of the work area, repair and encapsulation of materials, decontamination, and legal waste disposal. Work operations shall be considered to be a Class III operation and shall be performed utilizing controls at least as stringent as those found in 29 CFR 1926.1101(g)(9). Contractor must prepare his or her bid in accordance with procedures and practices governing O&M activities including, but are not limited to, the following:

- A. Use of appropriate respiratory protection and personal protective equipment for asbestos abatement works per OSHA requirements.

- B. Shut down and isolate heating and ventilating air systems to prevent fiber dispersal to other areas of the building.
- C. Install critical barriers at openings in the work area including windows, doorways, vents, and other openings with 6 mil polyethylene sheeting or equivalent and establish a regulated area.
- D. Pre-clean and decontaminate the area by an approved decontamination method including the use of a HEPA vacuum and wet method.
- E. Conduct personal air sampling in accordance with OSHA regulations relating to employee health and protection. A sufficient number of air samples shall be collected to verify exposure conditions.
- F. Conduct pre-cleaning of the work area and place 6 mil polyethylene sheeting below work areas where friable ACM must be repaired and/or encapsulated.
- G. ACM shall be wetted with amended water before repairing or disturbing the material to reduce airborne fiber release as described in **Section 5.12.A**.
- H. Repair damaged and missing areas of existing materials with non-asbestos-containing substitutes and/or utilize bridging encapsulants, re-wettable canvas, and penetrating encapsulants as applicable to repair the surface and minimize the potential for fiber release.
- I. Place all asbestos-containing and asbestos-contaminated waste in sealed and labeled 6 mil plastic bags for disposal at an approved disposal site.
- J. Clean the work area using wet rags, mops, or sponges, leaving no visible residue.
- K. Contractor is required to stop the work if airborne asbestos concentrations at the work area perimeter exceed 0.1 f/cc in area air samples to be collected by the Commissioner. Contractor is responsible for taking corrective action to reduce the exterior exposure level, prevent re-occurrence, and clean adjacent areas that become contaminated by asbestos abatement activities.
- L. In the event that Contractor fails to comply with the specifications, Contractor must correct the defective asbestos abatement work. Any additional cleaning and air clearance testing required must be paid for by Contractor at no additional cost to the Commissioner.

5.21. Unit Pricing for Asbestos Abatement

The Proposal Pages (**Article 9**) illustrate the criteria under which various line items have been identified for the asbestos abatement work. The asbestos work must consist of gross removal, glovebag removal, non-friable removal, O&M activities, or other asbestos related work activities necessary for project performance. The scope of abatement activities and abatement methods will be determined at the discretion of the Commissioner and shall be verified by Contractor prior to project performance. Work activities to be performed with occupied areas that will require the construction barrier systems and additional security measures will be determined at the discretion of the Commissioner prior to project performance. Additionally, each category of asbestos abatement work, as listed on the Proposal Pages, will be done either during normal working hours (any 8-hour shift Monday through Sunday) or during non-normal working hours and may require emergency response services on occasion.

Each and every unit price will include Overhead and Profit, including, but not limited to, the following costs: Administrative, management, and supervision (including field superintendent and foremen); coordination; correlation; travel and transportation and per diem personnel expense; project recordkeeping; billing; permit fees; notification of cognizant government agencies; preparation and reproduction of plans and logs; employee required health services and recordkeeping; all employee benefits and insurance including, but

not limited to, employee wages and fringe benefits, Social Security and Medicare taxes (i.e., FICA), federal and state unemployment taxes, asbestos/pollution liability insurance, builder's risk insurance, public liability insurance, and workers' compensation insurance; all equipment, supplies, tools, apparatuses for personal air quality monitoring; scaffolding and ladders; signs; ACM removal; HEPA filters and vacuums; NAMs including proper containment; labeling, removal, transportation, and disposal of waste in an authorized refuse area, all as necessary to perform the work of asbestos abatement.

5.22. Unit Cost Calculation for Asbestos Abatement

The bidder is required to submit unit prices for each line item and total base bid on the Proposal Pages. Quantities of work are based on estimated requirements of the Commissioner during the life of the Contract. Actual quantities may vary. The unit quantity for each line item shown on the Proposal Pages must be multiplied by the unit rate quoted by the bidder to obtain the extended price for each line item. *Each bidder should note that should the actual diameter of insulation fall outside of the stated diameters in the bid proposal, then the unit rate for the smaller diameter will apply. If the requested abatement work pricing per the unit rate is less than the pricing unit rate for one man day, then the unit rate for one man day will be applied for this abatement activity.* For comparison of bids, total base bid price of each bidder is the sum of extended prices of all the line items shown on the Proposal Pages.

5.23. Additional Unit Price information for Asbestos Abatement

- A. Line item 1 - Mobilization: Contractor shall provide all physical, administrative, and manpower resources as required for project performance from project initiation until completion of the contract including demobilization and necessary notification and/or permitting fees. For unit cost purposes, mobilization shall include, but not be limited to, all costs associated with attendance of site visit, project administration, project coordination, work plans and submittals, transportation of Contractor's personnel, equipment, and operating supplies to and from the Site, as well as the establishment of general facility and utility connections associated with project performance. For reimbursement purposes, Contractor shall be reimbursed for a single mobilization per purchase order.
- B. Line item 2 - Isolation/Construction Hygiene Barriers: Contractor shall provide a lump sum unit price for the construction and installation of temporary or semi-permanent barriers including isolation barriers as defined in 77 IAC 855.430, and construction hygiene barriers to isolate and restrict access to the work area by occupants and the general public if requested at the discretion of the Commissioner. The use of such barrier systems shall provide additional security to the work area and will generally be required in those locations where occupancy cannot otherwise be restricted and lockable doors or other methods to isolate the work area are not feasible. Contractor shall be reimbursed a single lump sum unit price for a total measured area of all barriers up to 200 SF. The use of the unit price shall only apply to those projects where the construction of rigid barrier systems is requested or required and is intended to supplement and not replace the controls necessary for the Protection of General Public as noted in **Section 5.14.E** which shall apply to all regulated abatement activities.
- C. Line items 3 through 6 – Glovebag Removal for fittings and valves (sizes ½ inch outer diameter through >24 inch outer diameter): The appropriate sizing breakdown will be utilized for each fitting or valve. Upon measurement and agreement by the Commissioner the removal and bagging of the fitting or valve will be included in this unit price. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- D. Line items 7 through 10 – Glovebag Removal for pipe insulation (sizes ½ inch outer diameter through >24 inch outer diameter): The appropriate sizing breakdown will be utilized for each fitting or valve. Upon measurement and agreement by the Commissioner the removal and bagging of the fitting or valve will be included in this unit price. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.

- E. Line items 11 through 14 – Gross Removal for fittings and valves (sizes ½ inch outer diameter through >24 inch outer diameter): The appropriate sizing breakdown will be utilized for each fitting or valve. Upon measurement and agreement by the Commissioner the removal and bagging of the fitting or valve will be included in this unit price. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- F. Line items 15 through 18 – Gross Removal for pipe insulation (sizes ½ inch outer diameter through >24 inch outer diameter): The appropriate sizing breakdown will be utilized for each fitting or valve. Upon measurement and agreement by the Commissioner the removal and bagging of the fitting or valve will be included in this unit price. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- G. Line item 19 – Gross Removal for ceiling tile: The measured square footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- H. Line item 20 – Gross removal of drywall and joint compound: The measured square footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- I. Line item 21 – Gross Removal floor tile and mastic, multi-layered: means floor tiles and the bonding mastic with a thickness of more than one layer. The measured square footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- J. Line item 22 – Gross Removal floor tile and mastic, single-layered: means floor tiles and the bonding mastic with a thickness of one layer. The measured square footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- K. Line item 23 – Gross Removal floor tile, multi-layered: means floor tiles exclusive of bonding mastic with a thickness of more than one layer. The measured square footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- L. Line item 24 – Gross Removal floor tile, single-layered: means floor tiles exclusive of bonding mastic with a thickness of more than one layer. The measured square footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- M. Line item 25 – Gross Removal surfacing material: means materials that are sprayed, troweled-on or otherwise applied to surfaces (such as, but not limited to, acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes). The measured square footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.

- N. Line item 26 – Gross Removal tank, duct, and boiler insulation: means other items that cannot be classified under the other unit rates above. These specific units may be measured for their total square footage and charges on a per square foot basis for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- O. Line item 27 – Non-Friable Removal floor tile and mastic, multi-layered: means materials that will not be subjected to crumbling, pulverizing, or reduced to powder during removal activities. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- P. Line item 28 – Non-Friable Removal floor tile and mastic, single-layered: means materials that will not be subjected to crumbling, pulverizing, or reduced to powder during removal activities. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- Q. Line item 29 – Non-Friable Removal floor tile, multi-layered: means materials that will not be subjected to crumbling, pulverizing, or reduced to powder during removal activities. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- R. Line item 30 – Non-Friable Removal floor tile, single-layered: means materials that will not be subjected to crumbling, pulverizing, or reduced to powder during removal activities. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- S. Line item 31 – Non-Friable Removal roofing material: means the measured square footage of asbestos material in the roof layers, the roof flashings, and/or the roof mastic containing materials that will not be subjected to crumbling, pulverizing, or reduced to powder during removal activities. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- T. Line item 32 – Non-Friable Removal window caulk and glazing: means window sealants containing materials that will not be subjected to crumbling, pulverizing, or reduced to powder during removal activities. This does not apply to full window removal. The measured linear footage will be used for final payment purposes. Rates shall be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, disposal, and all other services required for the performance of abatement activities.
- U. Line items 33 through 36 – Non-Specified Activity: Contractor shall provide man day rates and half-man day rates for the performance of abatement activities for which unit rates have not been established. Provided rates must be inclusive of all costs associated with abatement including notifications, equipment, materials, supplies, and all other services required for the performance of abatement activities. Provided unit rates may only be utilized upon approval of the Commissioner and only if Contractor demonstrates that other commodity item rates have not been sufficiently established. For all other items, the cost of labor must be included within the provided unit rates.
- V. Line items 37 through 40 – Operations and Maintenance: Contractor shall provide man day and half-man day rates for O&M activities for which unit rates for abatement have not been or cannot be adequately established. O&M activities shall include asbestos-related activities for the purpose of maintaining ACM in good condition, ensuring the proper cleanup of asbestos fibers previously released, and other work activities performed for the propose of repairing and encapsulating materials. O&M activities will generally be limited to Class III and Class IV work activities, but may require the small scale and/or incidental removal of ACM to repair identified asbestos hazards adequately.

- W. Line item 41 – Non-Specified Activities and Operations and Maintenance Transportation and Disposal of ACM: means provide all equipment necessary to transport and dispose of AMC and impacted debris properly. This line item will be exercised only with abatement projects utilizing the man day and half-man day unit rates. All material must be transported and disposed in accordance with all federal, state, and local laws, rules, regulations and while holding the applicable licensure. This line item will be utilized in conjunction with line items 33 through 40 above.

PART 2 – LEAD-BASED PAINT ABATEMENT AND MITIGATION

5.24. Scope of Work for Lead Based Paint Abatement and Mitigation

For the purpose of performing LBP abatement and mitigation as indicated in each purchase order, Contractor shall furnish all materials, labor, services, tools, and equipment necessary to perform LBP removal and the legal disposal of lead, lead-containing materials, or non-lead-containing materials including, but not limited to, the following:

- A. Providing a full-time General Superintendent/Project Supervisor who is capable of identifying existing LBP hazards in the workplace and selecting the appropriate control strategy for LBP exposure, who has the authority to take prompt corrective measures to eliminate them, and is specially trained and licensed to perform LBP mitigation including holding a valid IDPH lead supervisor's license.
- B. Enclosure of lead-containing materials and mitigation work areas.
- C. Gross removal of lead-containing material and legal disposal in accordance with applicable regulations of federal, state, and local authorities.
- D. Non-gross removal of lead-containing material and legal disposal in accordance with applicable regulations of federal, state, and local authorities.
- E. Decontamination of the existing ducts, piping, conduits, lighting fixtures, movable items, floors, and other surfaces using HEPA vacuuming and wet cleaning methods.
- F. Implementation of a personal air monitoring program.

All work must be performed in accordance with the current OSHA, IEPA, IDPH, and CDPH regulations, procedures, and certifications. When directed by the Commissioner through purchase orders, Contractor shall be able to mobilize its forces within the time specified on each purchase order so as to complete the work within the mutually agreed time. The Commissioner may designate an authorized representative on his or her behalf to work with and oversee the activities of Contractor.

5.25. Submittals for Lead Based Paint Abatement and Mitigation

- A. By submitting shop drawings, product data, work plans, qualifications, and certifications, Contractor represents that is has determined and verified all materials, field measurements, field conditions, and quantities and has coordinated the information contained in each submittal with the requirements of the Work and the Contract Documents.
- B. The Commissioner's review and approval of the submittals does not relieve Contractor, Subcontractor, manufacturer, fabricator, or supplier from Contractor's standard of care for the performance of the Work.
- C. Contractor must submit the following information to the Commissioner upon receiving a purchase order:

1. Written notifications to the IDPH and CDPH as applicable.
2. Evidence that all Contractor employees in the work areas are trained and accredited in accordance with OSHA 40 CFR Part 61 Subpart M and IEPA Asbestos Model Accreditation Plan (MAP) requirements:
 - a. Initial training certificate;
 - b. Current annual refresher training certificate;
 - c. Current IDPH LBP license;
 - d. Current physician's written opinion; and
 - e. Current respirator fit test data.
3. OSHA Exposure Assessment: Contractor shall make an assessment of the exposures expected by the tasks to be performed. The assessment may be based upon initial monitoring of representative workers who Contractor believes are exposed to the greatest airborne concentrations of lead, or past monitoring (within the past 12 months) or objective data for conditions closely resembling the processes, type of material, control methods, work practices and environmental conditions to be used during this contract.
 - a. Respiratory Protection Program in accordance with 29 CFR 1910.134 and 29 CFR 1926.62.
 - b. Medical Surveillance Program including a pre-assignment medical examination consistent with the requirements of Appendix C of 29 CFR 1926.62 and 29 CFR 1910.1025.
4. Lead Mitigation/Abatement Work Plan: Submit a Lead Mitigation/Abatement Work Plan for approval of each purchase order. Each plan must include a description of the scope of work, quantities for all abatement related work activities, drawings indicating proposed locations of decontamination facilities, drawings indicating proposed utility connection locations, drawings of proposed waste storage area locations and waste transport routes, SDS for chemicals to be used on-site, and a detailed schedule of work. Contractor must submit the Lead Mitigation/Abatement Work Plan for approval by the Commissioner prior to start of work activities. Each purchase order time schedule will be based on the mutual agreement of Contractor and the Commissioner.

For all utility disconnections or system shutdowns required for project performance, Contractor shall submit a written request indicating the locations and descriptions of requested disconnections and shutdowns as indicated on work plan drawings to the Commissioner no less than 48 hours prior to the initiation of abatement activities. For all utility connections, temporary barrier locations and other security barriers required for project performance, Contractor shall submit a written request identifying the locations and descriptions of requested disconnections and barriers as indicated on work plan drawings to the Commissioner no less than 48 hours prior to the initiation of abatement activities.
5. Laboratory and analyst credentials and proficiency certificates for Contractor samples. The laboratory must participate and be proficient in the AIHA Proficiency Analytical Testing Program for lead analysis. Analysis methods shall be in accordance with NIOSH Method 7300.

D. During and upon completion of mitigation activities for each purchase order, Contractor must submit to the Commissioner the following information:

1. Submit job progress reports detailing mitigation activities, including a review of progress with respect to previously established schedules, problems and actions taken, injury reports, and equipment breakdowns.
2. Submit copies of all transport manifests, trip tickets, and disposal receipts for all LBP waste materials removed from the work area during the mitigation process within forty-five (45) days of completion.
3. Submit copies of worksite entry log books with information on worker and visitor access on a weekly basis.
4. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls on a weekly basis.
5. Submit results of personnel and medical monitoring collected during the course of the mitigation.
6. Worker license and certification log.
7. Contractor must provide two copies of the site-specific sketches of all LBP materials mitigated.

5.26. Special Legal Requirements for Lead Based Paint Abatement and Mitigation

Contractor must be aware of and comply with all federal, state, and local laws and regulations concerning LBP abatement, mitigation, and disposal whether described herein or elsewhere throughout the duration of the Contract without additional cost to the City. The work is subject to the following standards, regulations, and requirements, including, but not limited to:

- A. OSHA regulations at 29 CFR 1910.134 (Respiratory Protection), 29 CFR 1910.1025 (Lead), 29 CFR 1910.1200 (Hazard Communication), 29 CFR 1926.20 (General Safety and Health), and 29 CFR 1926.62 (Lead).
- B. Illinois Lead Poisoning Prevention Act (410 ILCS 45) and IDPH regulations at 77 IAC Part 845 (Lead Poisoning Prevention Code).
- C. United States Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition, July 2012.

Contractor must have copies of the above regulations available at the job site at all times.

5.27. Tools and Equipment for Lead Based Paint Abatement and Mitigation

All equipment must at least conform to minimum industry standards.

- A. Equipment
 1. NAMs must include HEPA filtration and conform to the ANSI Z9.2 standard.
 2. Respirators must be NIOSH-approved for use with lead or other contaminants anticipated in the work area.
 3. Contractor is fully responsible for complying with OSHA rules for other safety equipment, such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on the site.
- B. Tools
 1. Shovels and scoops must be suitable for use in a plasticized containment. Plastic or rubber models are required; metal shovels are not acceptable. Appropriate tape may be applied to the leading edges to aid in polyethylene damage prevention.

2. Scrapers, wire and bristle brushes, utility knives, and other hand tools must be of good quality and suitable for the intended uses. Contractor must keep an ample supply on hand for the completion of the work.
3. Power tools such as, but not limited to, saws, pneumatic chisels, brushes, sanders, and needle guns must be equipped with shrouds and HEPA-filtered local exhaust systems to capture released particles.

5.28. Materials for Lead Based Paint Abatement and Mitigation

A. Installed materials which become a part of the work including, but not limited to, primers, paints, surfacing compounds, and other surface coverings or finishes, must be new unless specified otherwise, of good quality, non-lead-containing, and must conform to the respective reinstallation specification sections.

B. Mitigation materials:

1. Polyethylene sheeting for all applications must be 6 mil thick for all applications.
2. Tape must be 2 inch or 3 inch tape suitable for joining polyethylene seams and attaching polyethylene sheeting to surfaces.
3. Spray adhesives must be non-flammable and free of methylene chloride solvents.
4. Disposal bags must be 6 mil where used for single-bagging, and a minimum of 4 mil where used for double bagging.
5. Disposable suits, hoods, and foot coverings must be Tyvek® or similar.
6. Cleaning solutions must cause lead to chelate, precipitate, or otherwise effectively release lead from surfaces. Cleaning solutions must not leave residue on surfaces to be painted.

5.29. Examination of Work Sites for Lead Based Paint Abatement and Mitigation

- A. Contractor must examine each work site to determine existing conditions and assess whether these conditions will affect work under the Contract. Start of work will indicate acceptance of all existing conditions.
- B. Contractor must carefully examine substrate surfaces prior to mitigation activities to determine whether they are free of conditions which might hinder or delay the timely completion of the work. Start of work will indicate acceptance of all substrate surfaces.

5.30. Work Schedule for Lead Based Paint Abatement and Mitigation

Contractor must submit an LBP mitigation procedure for approval by the Commissioner prior to the start of work. Each purchase order time schedule will be based on the mutual agreement of Contractor and the Commissioner.

5.31. Special Procedure Requirements for Lead Paint Abatement and Mitigation

A. Worker Protection

1. Respiratory Protection: Respiratory protection must be worn by all persons in the work site performing mitigation tasks who may be exposed to lead dust or fumes during lead mitigation activities. At a minimum, the following must be provided, for:
 - a. ≤ 500 microgram per cubic meter ($\mu\text{g}/\text{m}^3$) Half-mask air purifying respirator (APR) with HEPA cartridges
 - b. $\leq 1,250$ $\mu\text{g}/\text{m}^3$ Loose-fitting hood or helmet powered APR (PAPR) hood or helmet supplied air respirator (SAR) in continuous flow mode
 - c. $\leq 2,500$ $\mu\text{g}/\text{m}^3$ Full facepiece APR tight fitting PAPR Full facepiece SAR in demand mode $\frac{1}{2}$ masks or full facepiece SAR in continuous flow mode

- d. $\leq 50,000 \mu\text{g}/\text{m}^3$ Half-mask or full facepiece SAR in pressure-demand mode
 - e. $\geq 50,000 \mu\text{g}/\text{m}^3$ Work must stop until conditions are brought below this level.
- 2. Contractor must have a written Respiratory Protection Program in accordance with 29 CFR 1910.134, including, but not limited to, medical screening, fit testing for negative pressure respirators, training, cleaning and maintenance.
 - 3. Respirators must not be removed while in the work site or work area.
 - 4. Only NIOSH-approved respirators must be used.
 - 5. Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating or stripping products. Consult the SDS, manufacturer, or industrial hygienist and obtain the proper filters and usages as necessary.
- B. Hygiene Practices
- 1. Eating, drinking, smoking, chewing tobacco, chewing gum, and applying cosmetics are not allowed in the work site or area.
 - 2. A changing area and decontamination facility must be provided for changing into and removing personal protective clothing and for showering or washing before leaving the work area for the day [77 IAC 845.30(c)(2) and (k) and 77 IAC 845.30(1)(2)]. Any person leaving the work site or work area must wash hands and face thoroughly before eating drinking, or smoking. A portable lavatory facility, potable water supply, or portable decontamination facility must be provided by contractor for the washing of face and hands. Building facilities must not be used. Shower and wash water must pass through minimum 5 micron filter before discharge to the local public sewer system.
 - 3. Equipment decontamination procedures must be employed to prevent the spread of lead contamination. Disposable items must not be reused and must be disposed of properly [77 IAC 845.30(p)(2)(C)].
- C. Personal Protection
- 1. No children, pregnant women, unprotected workers, or non-workers shall be permitted to enter the work site.
 - 2. Individuals at the work site shall wear full body suits with hoods and shoe covers. A Tyvek® or similar type of disposable suit may be worn. Disposable suits shall be used once, and all properly disposed of. Protective clothing and other personal protective equipment (PPE) shall be put on prior to entering the work site or work area. Protective clothing shall be worn in the work site or work area until it has been thoroughly cleaned and clearance has been attained. Protective clothing shall be changed before leaving the work site or work area and non-disposable suits shall be laundered separately in accordance with federal, state, and local regulations.
 - 3. Goggles with side shields shall be worn when working with material that may splash or fragment, or if protective eye wear is specified on the SDS for that product.
- D. Coordination: Contractor must schedule work and operations of each purchase order so as to cause minimal disruption or interruption on ongoing activities or building services.
- E. Work Area Preparation
- General Preparation**
- 1. Post caution signs at all entrances and exits to the work area in accordance with OSHA rules:

- a. at least 20 inches by 14 inches;
 - b. date and location of the lead mitigation project; and
 - c. Wording at least 2 inches high stating "Caution, Lead Hazard, Do Not Remain in Work Area Unless Authorized".
2. Secure the work area from unauthorized persons.
 3. Close off the work site from other portions of the building by closing doors tightly, taping shut when necessary, or with 6 mil polyethylene z-flap curtains over doorways or entrances to the work site.
 4. At work area exit, provide walk-off pan, wet towel, or other means to prevent tracking lead contamination to other parts of the facility.

Interior Preparation

1. Furniture, personal items, and other moveable objects in the work site must be protected with 6 mil polyethylene sheeting and sealed with tape, or moved from the work site and stored in a location designated by the Commissioner. Items must be cleaned before being moved to another area to prevent cross-contamination.
2. Shutdown and isolation of HVAC systems to prevent contamination to other areas of the structure will be performed by the Commissioner.
3. Coordinate the shutdown of electrical circuits in the work area with the Commissioner to isolate them from contact. Provide temporary power equipped with ground-fault circuit interrupter (GFCI) devices to prevent electric hazards in the wet working environments. Power cords must be in good condition, not spliced, not more than 100 feet long, and must be suspended off the floor and out of workers way to protect the cords from damage. Cords must not be fastened with staples, hung from nails, or suspended with wire.
4. Seal the opening seams of all food storage units, such as cabinets or refrigerators, or cover with polyethylene sheeting.
5. Cover all objects that cannot be moved, such as radiators, baggage conveyers, built-in furniture, storage racks, or other stationary items with 6 mil polyethylene sheeting taped securely in place.
6. Cover and protect floors in the work site with 6 mil polyethylene sheeting, sealed with tape.
7. Establish a negative pressure system to prevent contaminated air from escaping from the work site to uncontaminated areas, and consisting of:
 - a. NAMs exhausted from the work site, and vented to the outside of the building.
 - b. Provide sufficient number of NAMs to provide a negative pressure of 0.02 inches of water column between the work area and adjacent spaces, and 4 air changes per hour. Assume NAMs operate at 80 percent of design capacity. At least one backup NAM must be available per work site.
 - c. The negative air system must remain in continuous operation until cleanup and clearance is achieved.

Exterior Preparation

1. Contractor must place 6 mil polyethylene sheeting over the ground, foundation, or other surfaces adjacent to or below the mitigation area.

2. Close or otherwise seal windows, grilles, intakes, or other nearby openings (above, below, or beside) that could be exposed to airborne dust from the work.
3. Sheeting must extend out from the foundation 3 feet per story to be abated, with a minimum of 5 feet and a maximum of 20 feet. This sheeting must remain in place until completion of final cleaning.
4. Sheeting must be secured at the foundation and along all edges and seams.
5. When liquid waste is produced by any mitigation method used, the edges of the polyethylene sheeting must be raised a sufficient distance to contain the liquid waste.

F. Negative Pressure System

1. Contractor must use a HEPA air filtration system to maintain a negative air pressure in the work area.
2. The negative pressure system must operate continuously, 24 hours per day, from the start of the mitigation through clearance of the area.
3. The negative air pressure equipment must conform to the ANSI Z9.2 standard.

5.32. Execution of Lead Based Paint Abatement and Mitigation

A. Work Area Preparation and Mitigation

1. Work area preparation must comply with section titled "Special Procedure Requirements for Lead-Based Paint Abatement and Mitigation".
2. All loose paint, coatings, or coverings that contain lead or are applied to a lead-containing surface must be moistened and carefully scraped from surfaces back to where materials are solidly adhered.
 - a. LBP mitigation practices must be compatible with and must produce surfaces that are in conformance with the specifications.
 - b. Areas from which paint has been removed must be prepared for future priming and painting by others.
3. Dispose all lead waste in two bags 6 mil thick or equivalent and seal the bags.
4. Vacuum-clean all surfaces in the work site including woodwork, walls, windows, window wells, and floor with a HEPA vacuum. Blowing with compressed air is prohibited as a cleaning method.
5. After vacuum-cleaning, wet wash all surfaces in the work area, including woodwork, walls, windows, window wells, ceiling, and floors with a solution that contains a phosphate-free detergent.
6. If visible residue remains after washing and allowing all surfaces to dry, vacuum all surfaces with a HEPA vacuum as described above.
7. Dispose all lead waste from cleanup, including mop heads, filters, and disposable clothing, in double polyethylene bags at least 6 mil thick and seal the bags.

B. Cleanup Procedures

1. Interior Cleaning: Include in the cleaning process any furniture, cabinets, or other item that remained in the worksite that have become contaminated with lead-containing dust.
 - a. Properly containerize and remove all lead wastes from the work site.
 - b. HEPA vacuum all surfaces including woodwork, walls, windows, window wells, and floors.
 - c. Wet wash all surfaces with a solution containing a phosphate-free lead dissolving detergent.
 - d. Allow all surfaces to dry and HEPA vacuum any remaining visible residue.
 2. Exterior Cleaning
 - a. Recover all visible debris from exterior areas.
 - b. HEPA vacuum surfaces that have been mitigated, paying particular attention to horizontal surfaces, such as window sills, wells, mullions, ledges, etc., both in the abated area and on nearby windows and surfaces.
 - c. Blowing with compressed air is prohibited as a cleaning method.
- C. Clearance Procedures
1. Following the completion of cleanup operations, Contractor must notify the Commissioner whether work areas are ready for clearance.
 2. The Commissioner will conduct a visual inspection of the work area. If the work area is found to be clean, the Commissioner will arrange for final clearance samples in the work area. Results will be given to Contractor within 24 hours of testing.
 3. Contractor will be released from the mitigation work when the Commissioner passes visual inspection and accepts the work area and when the wipe samples are below 40 micrograms per square foot ($\mu\text{g}/\text{sf}$) on floors or 200 $\mu\text{g}/\text{sf}$ on horizontal surfaces.
- D. Restoration of the Building and Systems
1. Re-establishment of the work area will occur following the completion of cleanup procedures and after acceptance by the Commissioner.
 2. Following acceptance by the Commissioner, remaining polyethylene barriers, decontamination units, waste out unit, and other barriers must be removed and disposed of.
 3. Any mounted objects removed during preparation activities must be re-secured.
 4. Moveable objects that were removed to temporary locations must be relocated to the original positions.

5.33. Disposal of Lead Containing Waste

- A. All plaster, paint chips, lead dust, cleaning supplies, HEPA filters, vacuum contents and filters, disposable suits, and other concentrated lead-containing waste must be packed in at least two 6 mil polyethylene bags.
1. Dispose of concentrated lead wastes separately from architectural components.
 2. Subject concentrated wastes to toxicity characteristic leaching procedure (TCLP) test to determine waste classification. Waste characterization is the responsibility of Contractor.

3. Prepare a Waste Shipment Record, to be signed by the generator, shipper, and disposal site, and to be returned to the generator within forty-five (45) days. Commissioner will provide the IEPA and USEPA generator identification numbers for the facility.
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- B. Architectural components, other items to which LBP remains adhered, and cleaned polyethylene sheeting may be disposed of as common construction and demolition debris. Components must be wrapped in 6 mil polyethylene sheeting and sealed with tape. Components must be transported after hours if carried through the building.
 - C. All lead-containing wastes must be stored in covered, locked containers until transported off-site.
 - D. Remove lead waste from the work site in accordance with USEPA and IEPA special waste requirements.
 - E. Transport all non-hazardous wastes in covered vehicles to an IEPA-approved landfill located within the State of Illinois using an approved special waste transporter.
 - F. Transport all hazardous wastes in covered vehicles to a hazardous waste landfill permitted to accept lead wastes using an approved hazardous waste transporter.
 - G. Wastes from the site must not be mixed with wastes from other sites.

5.34. Unit Price Information for Lead Based Paint Abatement and Mitigation

The Proposal Pages (**Article 9**) illustrate the criteria under which various line items have been identified for the LBP abatement and/or mitigation work. The work may consist of paint stabilization, encapsulation, abatement, cleaning activities, and/or other lead-related work activities necessary for project performance. The scope of work activities and methods will be determined at the discretion of the Commissioner and shall be verified by Contractor prior to project performance. Work activities to be performed within occupied areas that will require the construction of barrier systems and additional security measures will be determined at the direction of the Commissioner prior to project performance. Additionally, each category of lead abatement and mitigation work, as listed on the Proposal Pages, may be performed either during normal working hours or during non-normal working hours, and may require emergency response services on occasion. Waste disposal shall include unit pricing for hazardous and non-hazardous lead-contaminated waste. Each unit price for disposal will include the waste characterization sampling, analysis, and associated transportation costs.

Each and every unit price will include Overhead and Profit, including, but not limited to, the following costs:

Administrative, management, and supervision (including field superintendent and foremen); coordination; correlation; travel and transportation and per diem personnel expense; project recordkeeping; billing; permit fees; notification of cognizant government agencies; preparation and reproduction of plans and logs; employee required health services and recordkeeping; all employee benefits and insurance including, but not limited to, employee wages and fringe benefits, Social Security and Medicare taxes (i.e., FICA), federal and state unemployment taxes, asbestos/pollution liability insurance, builder's risk insurance, public liability insurance, and workers' compensation insurance; all equipment, supplies, tools, apparatuses for personal air quality monitoring; scaffolding and ladders; signs; HEPA filters and vacuums; NAMS including proper

containment; labeling, removal, transportation, and disposal of waste in an authorized refuse area, all as necessary to perform the work of lead abatement and mitigation.

5.35. Unit Cost Calculation Lead Based Paint Abatement and Mitigation

The bidder is required to submit unit prices for each line item and total base bid on the Proposal Pages. Quantities of work are based on estimated requirements of the Commissioner during the life of the Contract. Actual quantities may vary. The unit quantity for each line item shown on the Proposal Pages must be multiplied by the unit rate quoted by the bidder to obtain the extended price for each line item. *Each bidder should note that should that if the requested work pricing per the unit rate is less than the pricing unit rate for one man day, then the unit rate for one man day will be applied for this abatement activity.* For comparison of bids, total base bid price of each bidder is the sum of extended prices of all the line items shown on the Proposal Pages.

5.36. Additional Price Information for Lead Based Paint Abatement and Mitigation

- A. Line item 42 – All Projects; Mobilization: Contractor shall provide all physical, administrative, and manpower resources as required for project performance from project initiation until completion of the contract including demobilization and necessary notification and/or permitting fees. For unit cost purposes, mobilization shall include, but not be limited to, all costs associated with attendance of site visit, project administration, project coordination, work plans and submittals, transportation of contractor's personnel, equipment, and operating supplies to and from the Site, as well as the establishment of general facility and utility connections associated with project performance. For reimbursement purposes, Contractor shall be reimbursed for a single mobilization per purchase order.
- B. Line item 43 – Abatement; removal of lead-containing coatings from substrate: means the on-site removal of lead contaminated surfaces and packaging in preparation for disposal. Payment for this line item will be measured on a square foot of substrate basis.
- C. Line item 44 – Mitigation; Stabilization/encapsulation of lead-containing coatings: means the on-site preparation of the substrate and the treatment of the surface to create a safe, effective, and inaccessible barrier over the lead-containing surfaces. Payment for this line item will be measured on a square foot of substrate basis.
- D. Line item 45 – Mitigation and abatement; Hazardous waste transportation and disposal: means provide all equipment necessary to properly transport and dispose of lead-containing material and impacted debris at a Subtitle C landfill or approved treatment facility. All material must be transported and disposed in accordance with all federal, state, and local laws, rules, regulations and while holding the applicable licensure. Payment for this line item will be measured on a per 55-gallon drum basis.
- E. Line item 46 – Mitigation and abatement; Special waste transportation and disposal: means provide all equipment necessary to properly transport and dispose of lead-containing material and impacted debris at a Subtitle D landfill or approved treatment facility. This line item will be exercised in conjunction with abatement projects utilizing the man day and half-man day unit rates. All material must be transported and disposed in accordance with all federal, state, and local laws, rules, regulations and while holding the applicable licensure. Payment for this line items will be measured on a per 55-gallon drum basis.
- F. Line items 47-50 – Non-Specified Activities: Contractor shall provide man day rates and half-man day rates for the performance of abatement and mitigation activities for which unit rates have not been established. Provided rates must be inclusive of all costs associated with abatement and mitigation including notifications, equipment, materials, supplies, and all other services required for the performance of abatement and mitigation activities. Provided unit rates may only be utilized upon approval of the Commissioner and only if Contractor demonstrates that other commodity item rates have not been sufficiently established. For all other items, the cost of labor must be included within the provided unit rates.

PART 3 – MOLD REMEDIATION

5.37. Scope of Work for Mold Remediation

All work activities subject to this section shall be performed by qualified personnel in accordance with the ANSI/Institute of Inspection Cleaning and Restoration Certification (IICRC) S520-2015 Standard and Reference Guide for Professional Mold Remediation, industry best practices, and these specifications. For the purpose of performing the mold remediation activities as indicated in each purchase order, Contractor must furnish all materials, labor, services, tools and equipment necessary to perform mold remediation activities including, but not limited to, the following:

- A. Providing a full-time General Superintendent/Project Supervisor trained in mold and bacteria remediation and supervision from a Council of Engineering & Scientific Specialty Boards (CESB) certified trainer.
- B. Enclosure of microbial contaminated materials and mold remediation work areas.
- C. Protection of adjacent (non-affected) areas and materials.
- D. Wet vacuuming to remove water from floors, carpeting, and hard surfaces where water has accumulated.
- E. Removal of microbial contaminated materials including, but not limited to, gypsum board, ceiling tile panels, and fiberglass insulation.
- F. Cleaning and sanitizing microbial contaminated materials including, but not limited to ceiling tile grid, wood or metals studs, concrete floors, concrete block walls, doors and door frames, windows and window frames.
- G. Cleanup and decontamination of mold remediation containment areas to ambient levels.
- H. Packaging and proper disposal of microbial contaminated wastes.
- I. When directed by the Commissioner through purchase orders, contractor must be able to mobilize its forces within the time specified on each purchase order so as to complete the work within the mutually agreed time.

5.38. Submittals for Mold Remediation

- A. By submitting shop drawings, product data, work plans, qualifications, and certifications contractor represents that it has determined and verified all materials, field measurements, field conditions, and quantities and has coordinated the information contained in each submittal with the requirements of the Work and the Contract Documents.
- B. The Commissioner's review and approval of the submittals does not relieve contractor, Subcontractor, manufacturer, fabricator or supplier from contractor's standard of care for the performance of the Work.
- C. Contractor must submit copies of the following documents after receiving a purchase order:
 - 1. Hazard Communication Plan: Establish and implement a Hazard Communication Plan as required by 29 CFR 1910.1200. No remediation work will be performed without the Commissioner's approval of contractor's Plan.
 - 2. Mold remediation Plan: Submit a Mold Remediation Work Plan for approval for each purchase order. These plans must include: a description of the scope of work; and quantities for all abatement related work activities; drawings indicating proposed locations of decontamination facilities; drawings indicating proposed utility connection locations; and drawings of proposed

waste storage area locations and waste transport routes; SDS for chemicals to be used on site and a detailed schedule of work. Contractor must submit the Mold remediation Work Plan for approval by the Commissioner prior to start of mold remediation activities. Each purchase order time schedule will be based on the mutual agreement of contractor and the Commissioner.

For all utility disconnections or system shutdowns required for project performance, contractor shall submit a written request indicating the locations and descriptions of requested disconnections and shutdowns as indicated on work plan drawings to the Commissioner no less than 48 hours prior to the initiation of abatement activities. For all utility connections, temporary barrier locations and other security barriers required for project performance, contractor shall submit a written request identifying the locations and descriptions of requested disconnections and barriers as indicated on work plan drawings to the Commissioner no less than 48 hours prior to the initiation of abatement activities.

3. Names and qualifications (experience and training) of personnel who will be working and perform the remediation activities. Provide a copy of mold awareness training certificate for all supervisors and workers in accordance with the OSHA Hazard Communication standard (29 CFR 1910.1200).
 4. Contractor's written respiratory protection program in accordance with 29 CFR 1910.134. The program shall include, but not be limited to, medical screening, semi-annual fit testing, training, cleaning and maintenance.
 5. Manufacturer's Catalog Data for vacuum filters and respirators, including applicable SDS.
 6. Name and address of the laboratory to be utilized to perform analytical testing on microbial samples. Analyst credentials and proficiency certificates must also be provided.
- D. During and upon completion of abatement activities of each purchase order contractor must submit to the Commissioner the following information:
1. Submit job progress reports detailing abatement activities, including a review of progress with respect to previously established schedules, problems and actions taken, injury reports and equipment breakdowns.
 2. Submit copies of all transport manifests, trip tickets and disposal receipts for all waste materials removed from the work area during the remediation process within five (5) days of removal from the site.
 3. Submit copies of worksite entry log books with information on worker and visitor access.
 4. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units and other engineering controls.
 5. Submit results of clearance samples upon the completion of the mold remediation activities. The results should include a cover letter signed by Contractor stating that all microbial contamination has been removed from the containment area and the work area is cleared for re-occupancy.
 6. Contractor must provide two copies of the site specific sketches of all abated microbial contaminated materials to the Commissioner.

5.39. Special Legal Requirements for Mold Remediation

Contractor must be aware of and comply with all federal, state, and local laws and regulations concerning mold removal and disposal whether described herein or elsewhere throughout the duration of the Contract without additional cost to the City. The work is subject to the following standards, regulations, and requirements, including, but not limited to:

- A. OSHA regulations at 29 CFR 1910.134 (Respiratory Protection) and 29 CFR 1910.1200 (Hazard Communication).
- B. USEPA Mold Remediation in Schools and Commercial Buildings, EPA-402-K-01-001, September 2008.
- C. ANSI/IICRC Standard and Reference Guide for Professional Mold Remediation, Third Edition, S520-2015, December 2015.

Contractor must have copies of the above regulations and guidelines available at the job site at all times.

5.40. Equipment and Materials for Mold Remediation

All equipment must at least conform to minimum industry standards.

A. Equipment

- 1. NAMs must include HEPA filtration and conform to the ANSI Z9.2 standard.
- 2. Respirators must be NIOSH-approved for use with lead, or other contaminants anticipated in the work.
- 3. Dehumidifiers shall consist of low-grain refrigerant or high-capacity desiccant type capable to function down to 32 grains of moisture per pound of dry air.
- 4. Water extraction tools shall be capable of removing a minimum of 80 percent of water from carpet and pad.
- 5. Contractor is fully responsible for complying with OSHA rules for other safety equipment, such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on the site.

B. Materials

- 1. Polyethylene sheeting for all applications shall be 6 mil thick. Provide largest size possible to minimize seams.
- 2. Tape shall be 2 inch or 3 inch duct tape or other waterproof tape suitable for joining polyethylene seams and attaching poly sheeting to surfaces.
- 3. Spray adhesives shall be non-flammable and free of methylene chloride solvents.
- 4. The waste disposal bags shall be 6 mil thick leak-tight polyethylene bags.
- 5. Disposable suits, hoods, and foot coverings shall be Tyvek® or similar.

5.41. Examination of Work Sites for Mold Remediation

- A. Contractor must examine each work site to determine existing conditions and assess whether these conditions will affect work under this Contract. Start of work will indicate acceptance of all existing conditions.
- B. Contractor must carefully examine substrate surfaces prior to mold remediation to determine whether they are free of conditions which might be determined to the proper and timely completion of the work. Start of work will indicate acceptance of all substrate surfaces.
- C. Contractor may be required to measure moisture levels in affected building materials to determine if drying of the building structure is necessary as part of the remediation process

5.42. Special Requirements for Mold Remediation

A. Worker Protection

1. Supervisors and Workers shall receive mold awareness training under the OSHA Hazard Communication standard (29 CFR 1910.1200) and be familiar with mold remediation practices. Workers shall be trained in the use and limitations of respirators in accordance with 29 CFR 1910.134 and in the use of any additional protective clothing in accordance with the OSHA Protective Equipment standard (29 CFR 1910.132 and 20 CFR 1910.133).
2. Each worker involved in mold remediation shall be instructed and trained in proper respirator use. Each worker shall always wear a respirator, properly fitted on the face, in the work area from the start of any operation that may cause airborne mold spores until the work area is completely decontaminated and approved by the Commissioner. All respiratory protection shall be appropriate for the mold spores encountered in the work area or as required for other toxic or oxygen-deficient situations encountered.
3. Chemical splash goggles shall be provided when half-facepiece respirators are used.
4. Protective clothing shall include impermeable coveralls and gloves. Disposal booties or rubber outer boots (over work boots) shall be worn.
5. At the end of each day's work, disposable gear should be discarded; the respirators and goggles should be wiped down with 70 percent rubbing alcohol sponges wherever contact with the skin occurs. Work gloves and boots should be HEPA-vacuumed then sprayed with an IEPA-approved sanitizing agent (or equivalent) to remove particulate matter.

B. Hygiene Practices

Eating, drinking, smoking, chewing tobacco, chewing gum, and applying cosmetics are not allowed in the work site or area. All persons entering the work area are required to wear appropriate PPE and follow the entry and exit procedures.

C. Coordination

Contractor must schedule work and operations of each purchase order so as to cause minimal disruption or interruption on ongoing activities or building services.

D. Work Area Preparation

General Preparation

1. Warning signs shall be provided and displayed at approaches to regulated areas so that employees and occupants may read the sign and take necessary steps to protect themselves from associated hazards.
2. Signs must meet the requirements of 29 CFR 1910.1200 (Hazard Communication) and the ANSI Z535.2-2011 standard Environmental and Facility Safety Signs.
3. Signs must provide the following information at a minimum: Danger, Do Not Enter, Authorized Personnel Only.
4. Secure the work area from unauthorized persons.
5. Close off the work site from other portions of the building by closing doors tightly, taping shut when necessary, or with 6 mil polyethylene z-flap curtains over doorways or entrances to the work site.
6. Seal off all doorways and corridors that will not be used for passage during the work.

7. At the work area exit, provide walk-off pan, wet towel, or other means to prevent tracking mold contamination to other parts of the facility.

Work Area Preparation

1. Shutdown and isolation of heating and ventilating systems to prevent contamination and fiber dispersal to other areas of the structure will be performed by the Commissioner.
2. Coordinate shut down and lock out of electric power to the remediation areas with the Commissioner if water is present on the floor due to the water intrusion. Provide temporary power from an outside source with GFCI at the source.
3. Prior to beginning any mold remediation work, contractor shall clean and sanitize all non-porous equipment, furnishings, fixtures, etc., which are not to be disposed of, with a HEPA filtered vacuum, wet wipe all surfaces with an antimicrobial sanitizing agent to remove all visible mold, dust, and dirt, and remove the cleaned items from the work area and store in a designated clean location.
4. Prior to beginning any mold remediation work, contractor shall clean all fixed objects within the work area, which cannot be reasonably removed from the work area, with a HEPA filtered vacuum, wet wipe all surfaces with an antimicrobial sanitizing agent to remove all visible, and enclose with 6 mil polyethylene sheeting and tape.
5. Contractor shall prepare and isolate the work area for the duration of the job by completely sealing all openings and fixtures, including, but not limited to, heating and ventilation ducts, doorways, corridors, windows, pipes, electrical conduits, waste lines and lighting with a minimum of one layer of 6 mil polyethylene sheeting securely sealed and taped in place. All sheeting overlaps shall be a minimum of 12 inches and shall be completely sealed using duct tape or other methods/materials approved by the Commissioner. Rigid support structures shall be provided, such as a wood frame, for polyethylene sheeting, where required, to assure the barrier remains intact. The enclosures must remain in place until all mold remediation activities have been completed and the work areas decontaminated. The building's HVAC system must not be operated during the remediation process.
6. Contractor shall isolate the work area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area. The pressure within the work area shall be continuously maintained at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of minus 0.02 inches of water column. This pressure differential shall be provided by use of a local exhaust system in the work area in accordance with ANSI the Z9.2 standard, which exhaust is equipped with HEPA filters. The local exhaust equipment shall be sufficient to maintain the specified minimum pressure differential of minus 0.02 inches of water column relative to adjacent, unsealed areas. The local exhaust system shall provide and maintain a minimum of 4 air changes per hour in the work area. Contractor shall furnish the number of local exhausting units that will provide the required air movement. The local exhaust system shall be operated on a 24 hour per day basis. The direction of air flow through the exhaust system shall be verified a minimum of twice each work shift. Filters on vacuums and exhaust equipment shall conform to the ANSI Z9.2 standard. Verification of proper exhaust system operation in the form of recording manometer readings shall be maintained by contractor and submitted to the Commissioner, upon request.

5.43. Execution of Mold Remediation

A. General Work Procedures

1. Limit the use of aqueous materials during remediation.
2. Ensure that drying time of building materials is maximized to prevent further microbial growth.
3. All visually contaminated materials that are not salvageable shall be removed under full containment.
4. Stop all work if there is a break in the containment barriers. Repair the barrier and alert the Commissioner.
5. As waste is removed, it shall be placed into a disposal container promptly. No accumulation of loose materials over a large area shall be allowed. The removed materials shall be packed while still wet or damp. Disposal containers, at a minimum, shall consist of sealable 6 mil polyethylene bags. Bags shall be taped to form an airtight seal and labeled as microbial contaminated waste.
6. At the time the bags are sealed, to the extent possible, all air shall be evacuated from the bag. Materials too large for bagging shall be wrapped with two layers of 6 mil polyethylene sheeting and sealed airtight with duct tape over any seams.
7. Contractor at all times will keep the site and work area free from accumulations of bagged dust material or rubbish caused by its operations and free from any flammable materials or other source of fire hazard. During the performance of the work, contractor shall remove all bagged material from and about the work site in strict accordance with the specifications and applicable codes and regulations.
8. Following the completion of the mold contaminated material removal, contractor shall clean all dust and debris from all surfaces in the work area by first HEPA vacuuming and then wet wiping using a sanitizing agent.
9. Opened wall and ceiling cavities, and all other affected surfaces that are to remain, including floors, bathroom fixtures, etc., are to be HEPA vacuumed then sprayed with an approved biocide and/or breathable coating. Any biocides or coatings must meet the following requirements: They must have an IEPA approval number; must be used for the approved purpose; and must be used according to the label instructions.
10. Contractor shall wait for all wet surfaces and materials to dry after wet wiping before performing final cleaning. Contractor shall then vacuum clean all surfaces in the work area with a HEPA filtered vacuum. After this final cleaning operation, the Commissioner shall perform a complete visual inspection of the work area. If the work area has not been properly cleaned as evidenced by observance of mold contamination or material, contractor shall repeat the cleaning process until visual inspection clearance is obtained from the Commissioner.
11. In the event that areas adjoining the enclosed project area become or are suspected of becoming contaminated with mold spores as a result of contractor's work, contractor shall thoroughly and totally decontaminate the affected areas at no cost to the City. These areas shall be subject to detailed visual inspection and final clearance sampling.

B. Material-Specific Remediation Procedures

1. Contractor will select and implement appropriate cleaning and drying methods for damaged/contaminated materials in accordance with the USEPA guidelines Mold Remediation in Schools and Commercial Buildings, USEPA-402-K-01-001, September 2008.
2. The specific methods to be employed for each affected building material/location shall be outlined in the Mold remediation Plan, reviewed and approved by the Commissioner.

C. Drying of Building Materials

1. Refrigerant dehumidification equipment shall be placed in the work areas to facilitate drying of the residual moisture from the remaining building materials in the contained areas.
2. Contractor shall ensure that drying time of building materials is maximized to prevent further microbial growth.
3. Surface moisture monitoring shall be conducted on porous building materials (i.e. wood studs, walls, etc.) and ambient air within the containment.
4. Dehumidification shall be continued until ambient humidity levels within the containment have decreased from pre-remediation levels and stabilized at background levels, and surface moisture levels for representative affected materials are consistent with those in unaffected areas.

D. Final Clearance Procedures

1. After all visible accumulations of material and debris are removed contractor will notify the Commissioner for a final clearance visual inspection. Contractor and Consultant will conduct a thorough visual inspection of the work area(s). If during this inspection, any visible dust or debris is observed, contractor will contain and re-clean the work area(s). Contractor will pay all associated costs for the re-cleaning services. A punch-list will be generated during the walk through to track the outstanding items that need resolved and to document the completion date.
2. The Commissioner will conduct post-remediation air sampling testing shall be performed no sooner than 12 hours after the final cleaning and visual inspection has been completed and approved. Air samples will be analyzed by an AIHA-accredited microbiological laboratory using fungal spore traps. If fungal spore concentrations inside containment are elevated when compared to outside ambient air, contractor will conduct additional cleaning, and then the sampling process will be repeated. Sampling shall be performed in accordance with Post-Remediation Testing and Verification for Mold and Bacteria – Risk-Based Levels of Cleanliness Assurance, 5th Edition, Occupational & Environmental Health Consulting Services, Inc.
3. If such final clearance test results (Contractor or the Commissioner) fail, Contractor is responsible for repeating the cleaning process at no cost to the City as necessary until final clearance tests are successful.
4. Mold remediation will be considered complete when the inside work area sample spore counts are similar to the outdoor spore counts and the rank order and biodiversity indicated on the inside samples are comparable when compared to the outdoor sample. Similar species should be detected indoors and outside.
5. Once the final clearance sample results are accepted, containment can be removed, the negative air pressure system can be turned off, and the HVAC systems restored.

5.44. Disposal of Mold Contaminated Waste

All removed building materials and debris (including the workers' protective suits) shall be bagged or wrapped/sealed in 6 mil polyethylene sheeting prior to removal from the containment. The waste may be disposed of as construction debris. Payment for this line item will be measured on a cubic yard basis as indicated on commodity line item 56.

5.45. Unit Pricing Information for Mold Remediation

The Proposal Pages (**Article 9**) illustrate the criteria under which various line items have been identified for the mold remediation work. Each category of mold remediation work, as listed on the Proposal Pages, will be done either during normal working hours or during non-normal working hours.

Each and every unit price for full man day and half-man day will include Overhead and Profit, including, but not limited to, the following costs:

Administrative, management, and supervision (including field superintendent and foremen); coordination; correlation; travel and transportation and per diem personnel expense; project recordkeeping; billing; permit fees; notification of cognizant government agencies; preparation and reproduction of plans and logs; employee required health services and recordkeeping; all employee benefits and insurance including, but not limited to, employee wages and fringe benefits, Social Security and Medicare taxes (i.e., FICA), federal and state unemployment taxes, asbestos/pollution liability insurance, builder's risk insurance, public liability insurance, and workers' compensation insurance; all equipment, supplies, tools, apparatuses for personal air quality monitoring; scaffolding and ladders; signs; HEPA filters and vacuums; NAMs including proper containment; labeling, removal, transportation, and disposal of waste in an authorized refuse area, all as necessary to perform the work of mold remediation.

5.46. Unit Cost Calculation for Mold Remediation

The bidder is required to submit unit prices for each line item and total base bid on the Proposal Pages. Quantities of work are based on estimated requirements of the Commissioner during the life of the Contract. Actual quantities may vary. The unit quantity for each line item shown on the Proposal Pages must be multiplied by the unit rate quoted by the bidder to obtain the extended price for each line item. *Each bidder should note that should that if the requested work pricing per the unit rate is less than the pricing unit rate for one man day, then the unit rate for one man day will be applied for this abatement activity.* For comparison of bids, total base bid price of each bidder is the sum of extended prices of all the line items shown on the Proposal Pages under "Extended Price" column.

5.47. Additional Unit Price Information for Mold Remediation

- A. Line item 51 – Mobilization all projects: Contractor shall provide all physical, administrative, and manpower resources as required for project performance from project initiation until completion of the contract including demobilization and necessary notification and/or permitting fees. For unit cost purposes, mobilization shall include, but not be limited to, all costs associated with attendance of site visit, project administration, project coordination, work plans and submittals, transportation of contractor's personnel, equipment, and operating supplies to and from the Site, as well as the establishment of general facility and utility connections associated with project performance. For reimbursement purposes, Contractor shall be reimbursed for a single mobilization per purchase order.
- B. Line items 52 through 55 – Laborer/Supervisor (all work activities) – Half-Man Day: means the provision of a worker or supervisor who works a 4-hour work day for tasks not identified in other unit costs for abatement, mitigation, or remediation. Contractor shall provide man day rates and half-man day rates for the performance of remediation activities. All Man and Half-Man Day rates will be fully-loaded to include all costs associated with abatement including permits, notifications, equipment, materials, supplies, overhead, profit, and all other items required for the performance of remediation activities.

5.48. Additional Unit Information for All Projects

- A. Line item 56 – All Projects; Transportation and Disposal of non-hazardous, non-special waste – means provide all transportation and all related disposal costs associated with one cubic yard of general construction debris removed during each remediation project. This material must be transported and disposed in accordance with all federal, state, and local laws, rules, regulations and while holding the applicable licensure. This material should be verified clean from other contaminants that may render the material unsuitable for disposal within this classification.

- B. Line item 57 – All Projects (Asbestos, Lead, Mold); Elevated work heights greater than 15 feet (manlift) – means use of the manlift and associated safety gear or other necessary equipment for working at these elevations on a per day basis for each manlift required.
- C. Line item 58 – All Projects (Asbestos, Lead, Mold); Elevated work heights greater than 15 feet (scaffolding) – means use of scaffolding and associated safety gear or other necessary equipment when performed by an outside scaffolding contractor for working at these elevations on a per day basis for each square foot of scaffolding required.
- D. Line item 59 – This allowance per line item 59 shall be used for all Projects (such as Asbestos, Lead, Mold); for Work not included in contract Line Items 1 Thru 58, but required for project execution – means any items or subcontractor services that are not explicitly described in each of the unit rates above. This line item will be enacted with approval of the Commissioner and with sufficient justification that it should not be included in the unit rates above. The Commissioner shall provide written request to the Contractor listing the work items and any special requirements that must be performed by the Contractor in completing the work and in order to allow the Contractor to complete a cost proposal for approval by the Commissioner. This Section may include furnishing all labor and equipment required to satisfactorily complete the project but the following list is not all inclusive possible testing/certifications that may be encountered for work elements:
 - 1. Any equipment/materials needed
 - 2. Any specialized testing and/or certification as required

The Contractor must submit a detailed written proposal estimating labor, material and equipment cost for completion of the work to the Commissioner for review and if the proposal is accepted, the Commissioner will provide written approval to the Contractor. The Contractor's proposal must be detailed and address the special requirements noted in the Commissioner's request. Items that are inclusive to complete the work not covered by existing line items shall not be a higher unit price in detailed proposal than the cost of the work element covered within this Contract. Upon written approval, the Contractor must proceed to complete that work not covered by a specific line item. **The Contractor will be compensated at a ten (10%) percent markup over the Contractor's cost to complete the work.** The Contractor must submit to the Commissioner certified payrolls for work completed by its forces, including subcontractors, with their invoice to allow processing of payment on the work.


This line item can only be used when completing work related to this Contract and must be used only in conjunction with specified line items on the Contract. The cost of work under this line item may not exceed 10% of the cost of the job for which this line item is being used.

Work performed under this line item will be included in the actual value of the contract for purposes of MBE/WBE participation requirements.

The dollar value of the allowance on the proposal page must be added to the Base Bid by the Contractor when completing the proposal pages.

Any work requiring payment of \$5,000 or more from this allowance shall additionally require approval of the Chief Procurement Officer. The Contractor is not entitled to any remaining balance from the Allowance upon completion or termination of the contract.

Bid value has been included on the proposal pages under Extended Price column. Bidder is not to remove or change figure. The Contractor is not entitled to any remaining allowance at the conclusion of the contract.

	<p>CITY OF CHICAGO Department of Procurement Services Jamie L. Rhee, Chief Procurement Officer 121 North LaSalle Street, Room 806 Chicago, Illinois 60602-1284</p> <p>Fax: 312-744-3281</p>
<p>MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS</p>	

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

6.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

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

MBE Percentage	WBE Percentage
25%	5%

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

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

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

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

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

6.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

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

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

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

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

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

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

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

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

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

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

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

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

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

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

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

6.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and

- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

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

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

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

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

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

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

6.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

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

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

6.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of 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 contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

6.6. Procedure to Determine Bid Compliance

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

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

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

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

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

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "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-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement

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

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their

approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdb.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

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

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

6.8.2. Procedure for Requesting Approval

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

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of

the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

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

6.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

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

Attachment A –Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jlbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955-9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Women’s Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

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

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 723859

Project Description: Asbestos Abatement, Lead Based Paint Mitigation and Microbial Remediation Services for Chicago O'Hare and Midway International Airports

(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)

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

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

- A. Are any proposed joint venture employees currently employed by either venturer?
 Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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	Firm	Name of Non-MBE/WBE Partner
Signature of Affiant		Signature of Affiant
Name and Title of Affiant		Name and Title of Affiant
Date		Date

On this ____ day of _____, 20 ____, the above-signed officers

_____ ,
(names of affiants)

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

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

 Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
 (Name of MBE/WBE Firm)

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

 (Name/Title-Please Print)

 (Email & Phone Number)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

ARTICLE 7. INSURANCE REQUIREMENTS

A. INSURANCE REQUIRED

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

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services, or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

2) Commercial General Liability (Primary and Umbrella)

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

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

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

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be

limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. Coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and pollution coverage for loading, unloading, transportation of special/hazardous waste. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

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

4) Excess/Umbrella

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

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Builders Risk/Installation

When Contractor undertakes any construction, major repairs, rehabilitation, improvements, betterments, replacements and upgrades, Contractor must provide or cause to be provided, All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment/systems, machinery, parts and supplies that are or will be part of the project work. Coverages must include but not limited to the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, damage to adjoining and existing property, collapse, debris removal, loss resulting from faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, used, leased, or rented to Contractor.

6) Asbestos/Lead Abatement Liability

When any asbestos/lead remediation work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$2,000,000 per occurrence inuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

7) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which

is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

8) Professional Liability

When any architects, engineers, construction managers or other professional consultants including asbestos, toxicologist, biohazard waste/hazardous materials professionals or any other professional consultant perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, and omissions must be maintained with limits of not less than \$1,000,000 for each claim. Coverage must include, but not limited to, the following: technology errors and omissions and pollution liability if environmental site assessment will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 N. LaSalle Street, 60602, and Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

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

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

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

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

Insurance required of Subcontractors. Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations or an endorsement form at least as broad and acceptable to the City Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

ARTICLE 8. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

8.1. Online EDS Filing Required Prior To Bid Opening

The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an “EDS Information Update” does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

8.2. Online EDS Web Link

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

8.3. Online EDS Number

Upon completion of the online EDS submission process, the Bidder will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

8.4. Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Bidder that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

8.5. Preparation Checklist for Registration

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

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

8.6. Preparation Checklist for EDS Submission

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

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

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

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

- 1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- 2. List of subcontractors and retained parties:

- _____ a. Name
- _____ b. Address
- _____ c. Fees – Estimated or paid

8.7. EDS Frequently Asked Questions

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

ARTICLE 9. PROPOSAL PAGES

Proposal page(s) follow.

Remainder of page intentionally blank.

City of Chicago
Catalog RFQ - No Group Lines

RFQ Header Information

RFQ Description ASBESTOS ABATEMENT, LEAD PAINT
MITIGATION AND MICROBIAL REMEDIATION
SERVICES FOR CHICAGO O'HARE AND
MIDWAY INTERNATIONAL AIRPORTS

Ship To Location 085- O'HARE

For More Information Please Contact CHRISTOPHER DEGARD
3127429473

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type WORK SERV-AVIATION
Target Market NO

Specification 723859

WEB BID Edit Rules ALL

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	25.00 %
Women Owned Business Enterprise	Target Percentage Rate	5.00 %

City of Chicago
Catalog RFQ - No Group Lines

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
1	Work Services	9103808100	91038	ASBESTOS ABATEMENT SERVICES - ALL PROJECTS; MOBILIZATION INCLUDING COORDINATION AND SUBMITTALS, PER WORK ORDER	Each	150	\$	(N/A)	\$	(N/A)	
2	Work Services	9103808101	91038	ASBESTOS ABATEMENT SERVICES - ASBESTOS ABATEMENT; ISOLATION/CONSTRUCTION HYGIENE BARRIERS UPON REQUEST	Each	20	\$	(N/A)	\$	(N/A)	
3	Work Services	9103808102	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; FITTINGS AND VALVES, GREATER THAN 24" OUTER DIAMETER	Each	100	\$	(N/A)	\$	(N/A)	
4	Work Services	9103808103	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; FITTINGS AND VALVES, GREATER THAN 12" TO 24" OUTER DIAMETER	Each	100	\$	(N/A)	\$	(N/A)	
5	Work Services	9103808104	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; FITTINGS AND VALVES, GREATER THAN 6" TO 12" OUTER DIAMETER	Each	100	\$	(N/A)	\$	(N/A)	
6	Work Services	9103808105	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; FITTINGS AND VALVES, 1/2" TO 6" OUTER DIAMETER	Each	100	\$	(N/A)	\$	(N/A)	
7	Work Services	9103808106	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; PIPE INSULATION , GREATER THAN 24" OUTER DIAMETER	Linear Foot	600	\$	(N/A)	\$	(N/A)	
8	Work Services	9103808107	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; PIPE INSULATION , GREATER THAN 12" TO 24" OUTER DIAMETER	Linear Foot	600	\$	(N/A)	\$	(N/A)	
9	Work Services	9103808108	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; PIPE INSULATION , GREATER THAN 6" TO 12" OUTER DIAMETER	Linear Foot	2000	\$	(N/A)	\$	(N/A)	
10	Work Services	9103808109	91038	ASBESTOS ABATEMENT SERVICES -GLOVEBAG REMOVAL; PIPE INSULATION , 1/2" TO 6" OUTER DIAMETER	Linear Foot	600	\$	(N/A)	\$	(N/A)	
11	Work Services	9103808110	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FITTINGS AND VALVES, GREATER THAN 24" OUTER DIAMETER	Each	300	\$	(N/A)	\$	(N/A)	

City of Chicago
Catalog RFQ - No Group Lines

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
12	Work Services	9103808111	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FITTINGS AND VALVES, GREATER THAN 12" TO 24" OUTER DIAMETER	Each	300	\$	(N/A)	\$	(N/A)	
13	Work Services	9103808112	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FITTINGS AND VALVES, GREATER THAN 6" TO 12" OUTER DIAMETER	Each	300	\$	(N/A)	\$	(N/A)	
14	Work Services	9103808113	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FITTINGS AND VALVES, 1/2" TO 6" OUTER DIAMETER	Each	300	\$	(N/A)	\$	(N/A)	
15	Work Services	9103808114	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; PIPE INSULATION, GREATER THAN 24" OUTER DIAMETER	Linear Foot	1000	\$	(N/A)	\$	(N/A)	
16	Work Services	9103808115	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; PIPE INSULATION, GREATER THAN 12" TO 24" OUTER DIAMETER	Linear Foot	2000	\$	(N/A)	\$	(N/A)	
17	Work Services	9103808116	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; PIPE INSULATION, GREATER THAN 6" TO 12" OUTER DIAMETER	Linear Foot	1000	\$	(N/A)	\$	(N/A)	
18	Work Services	9103808117	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; PIPE INSULATION, 1/2" TO 6" OUTER DIAMETER	Linear Foot	1000	\$	(N/A)	\$	(N/A)	
19	Work Services	9103808118	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; CEILING TILE, ANY SIZE AND THICKNESS	Square Foot	6000	\$	(N/A)	\$	(N/A)	
20	Work Services	9103808119	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; DRYWALL AND JOINT COMPOUND, ANY SIZE AND THICKNESS	Square Foot	4000	\$	(N/A)	\$	(N/A)	
21	Work Services	9103808120	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FLOOR TILE AND MASTIC, MULTI-LAYERED, ANY SIZE AND THICKNESS	Square Foot	6000	\$	(N/A)	\$	(N/A)	
22	Work Services	9103808121	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FLOOR TILE AND MASTIC, SINGLE-LAYERED, ANY SIZE AND THICKNESS	Square Foot	6000	\$	(N/A)	\$	(N/A)	
23	Work Services	9103808122	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FLOOR TILE MULTI-LAYERED, ANY SIZE AND THICKNESS	Square Foot	6000	\$	(N/A)	\$	(N/A)	

City of Chicago
Catalog RFQ - No Group Lines

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24	Work Services	9103808123	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; FLOOR TILE SINGLE-LAYERED, ANY SIZE AND THICKNESS	Square Foot	6000	\$	(N/A)	\$	(N/A)	
25	Work Services	9103808124	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; SURFACING MATERIAL, ANY SIZE AND THICKNESS	Square Foot	4000	\$	(N/A)	\$	(N/A)	
26	Work Services	9103808125	91038	ASBESTOS ABATEMENT SERVICES -GROSS REMOVAL; TANK, DUCT, AND BOILER INSULATION, ANY SIZE AND THICKNESS	Square Foot	4000	\$	(N/A)	\$	(N/A)	
27	Work Services	9103808126	91038	ASBESTOS ABATEMENT SERVICES -NON-FRIABLE REMOVAL; FLOOR TILE AND MASTIC, MULTI-LAYERED, ANY SIZE AND THICKNESS	Square Foot	1000	\$	(N/A)	\$	(N/A)	
28	Work Services	9103808127	91038	ASBESTOS ABATEMENT SERVICES -NON-FRIABLE REMOVAL; FLOOR TILE AND MASTIC, SINGLE-LAYERED, ANY SIZE AND THICKNESS	Square Foot	1000	\$	(N/A)	\$	(N/A)	
29	Work Services	9103808128	91038	ASBESTOS ABATEMENT SERVICES -NON-FRIABLE REMOVAL; FLOOR TILE MULTI-LAYERED, ANY SIZE AND THICKNESS	Square Foot	1000	\$	(N/A)	\$	(N/A)	
30	Work Services	9103808129	91038	ASBESTOS ABATEMENT SERVICES -NON-FRIABLE REMOVAL; FLOOR TILE SINGLE-LAYERED, ANY SIZE AND THICKNESS	Square Foot	1000	\$	(N/A)	\$	(N/A)	
31	Work Services	9103808130	91038	ASBESTOS ABATEMENT SERVICES -NON-FRIABLE REMOVAL; ROOFING MATERIAL, ANY SIZE AND THICKNESS	Square Foot	10000	\$	(N/A)	\$	(N/A)	
32	Work Services	9103808131	91038	ASBESTOS ABATEMENT SERVICES -NON-FRIABLE REMOVAL; WINDOW CAULK AND GLAZING, ANY SIZE AND THICKNESS	Linear Foot	4000	\$	(N/A)	\$	(N/A)	
33	Work Services	9103808132	91038	ASBESTOS ABATEMENT SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT SUPERVISOR (REMOVAL - OTHER NON-SPECIFIED ACTIVITY) HALF-MAN DAY	Each	100	\$	(N/A)	\$	(N/A)	
34	Work Services	9103808139	91038	ASBESTOS ABATEMENT SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT SUPERVISOR (REMOVAL - OTHER NON-SPECIFIED ACTIVITY) MAN DAY	Each	100	\$	(N/A)	\$	(N/A)	

City of Chicago
Catalog RFQ - No Group Lines

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35	Work Services	9103808140	91038	ASBESTOS ABATEMENT SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT WORKER (REMOVAL - OTHER NON-SPECIFIED ACTIVITY) HALF-MAN DAY	Each	50	\$	(N/A)	\$	(N/A)	
36	Work Services	9103808141	91038	ASBESTOS ABATEMENT SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT WORKER (REMOVAL - OTHER NON-SPECIFIED ACTIVITY) MAN DAY	Each	300	\$	(N/A)	\$	(N/A)	
37	Work Services	9103808142	91038	ASBESTOS ABATEMENT SERVICES - OPERATIONS & MAINTENANCE; ABATEMENT SUPERVISOR (REPAIR, ENCAPSULATION, CLEANING) HALF-MAN DAY	Each	50	\$	(N/A)	\$	(N/A)	
38	Work Services	9103808143	91038	ASBESTOS ABATEMENT SERVICES - OPERATIONS & MAINTENANCE; ABATEMENT SUPERVISOR (REPAIR, ENCAPSULATION, CLEANING) MAN DAY	Each	100	\$	(N/A)	\$	(N/A)	
39	Work Services	9103808144	91038	ASBESTOS ABATEMENT SERVICES - OPERATIONS & MAINTENANCE; ABATEMENT WORKER (REPAIR, ENCAPSULATION, CLEANING) HALF-MAN DAY	Each	50	\$	(N/A)	\$	(N/A)	
40	Work Services	9103808145	91038	ASBESTOS ABATEMENT SERVICES - OPERATIONS & MAINTENANCE; ABATEMENT WORKER (REPAIR, ENCAPSULATION, CLEANING) MAN DAY	Each	100	\$	(N/A)	\$	(N/A)	
41	Work Services	9103808147	91038	ASBESTOS ABATEMENT SERVICES - NON-SPECIFIED ACTIVITIES/O&M; TRANSPORTATION AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS BULK	Cubic Yard	100	\$	(N/A)	\$	(N/A)	
42	Work Services	9104711210	91047	LEAD REMEDIATION SERVICES - ALL PROJECTS; MOBILIZATION (INCLUDING COORDINATION AND SUBMITTALS) PER WORK ORDER	Each	30	\$	(N/A)	\$	(N/A)	
43	Work Services	9104711212	91047	LEAD REMEDIATION SERVICES - ABATEMENT; REMOVAL OF LEAD-CONTAINING COATINGS FROM SUBSTRATE; ANY SIZE AND THICKNESS	Square Foot	1000	\$	(N/A)	\$	(N/A)	

City of Chicago
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<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
44	Work Services	9104711214	91047	LEAD REMEDIATION SERVICES - MITIGATION; STABILIZATION / ENCAPSULATION OF LEAD-CONTAINING COATINGS, ANY SIZE AND THICKNESS	Square Foot	2000	\$	(N/A)	\$	(N/A)	
45	Work Services	9104711216	91047	LEAD REMEDIATION SERVICES - MITIGATION AND ABATEMENT; HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL, 55-GALLON DRUM	Each	10	\$	(N/A)	\$	(N/A)	
46	Work Services	9104711218	91047	LEAD REMEDIATION SERVICES - MITIGATION AND ABATEMENT; SPECIAL WASTE TRANSPORTATION AND DISPOSAL, 55-GALLON DRUM	Each	200	\$	(N/A)	\$	(N/A)	
47	Work Services	9104711220	91047	LEAD REMEDIATION SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT SUPERVISOR (OTHER NON-SPECIFIED ACTIVITIES), HALF-MAN DAY	Each	10	\$	(N/A)	\$	(N/A)	
48	Work Services	9104711222	91047	LEAD REMEDIATION SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT SUPERVISOR (OTHER NON-SPECIFIED ACTIVITIES), MAN DAY	Each	20	\$	(N/A)	\$	(N/A)	
49	Work Services	9104711224	91047	LEAD REMEDIATION SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT WORKER (OTHER NON-SPECIFIED ACTIVITIES), HALF-MAN DAY	Each	10	\$	(N/A)	\$	(N/A)	
50	Work Services	9104711226	91047	LEAD REMEDIATION SERVICES -NON-SPECIFIED ACTIVITIES; ABATEMENT WORKER (OTHER NON-SPECIFIED ACTIVITIES), MAN DAY	Each	40	\$	(N/A)	\$	(N/A)	
51	Work Services	9267809100	92678	REMEDICATION SERVICES (MOLD) - ALL PROJECTS; MOBILIZATION (INCLUDING COORDINATION AND SUBMITTALS), PER WORK ORDER	Each	60	\$	(N/A)	\$	(N/A)	
52	Work Services	9267809105	92678	REMEDICATION SERVICES (MOLD) - REMEDIATION; LABORER (ALL WORK ACTIVITIES) HALF MAN DAY	Each	10	\$	(N/A)	\$	(N/A)	
53	Work Services	9267809110	92678	REMEDICATION SERVICES (MOLD) - REMEDIATION; LABORER (ALL WORK ACTIVITIES) MAN DAY	Each	40	\$	(N/A)	\$	(N/A)	
54	Work Services	9267809115	92678	REMEDICATION SERVICES (MOLD) - REMEDIATION; SUPERVISOR (ALL WORK ACTIVITIES) HALF MAN DAY	Each	10	\$	(N/A)	\$	(N/A)	

City of Chicago
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55	Work Services	9267809120	92678	REMEDATION SERVICES (MOLD) - REMEDIATION; SUPERVISOR (ALL WORK ACTIVITIES) MAN DAY	Each	20	\$	(N/A)	\$	(N/A)	
56	Work Services	9103806100	91038	ALL SERVICES, ALL PROJECTS; NON-HAZARDOUS, NON-SPECIAL WASTE MATERIALS; TRANSPORTATION AND DISPOSAL OF GENERAL CONSTRUCTION DEBRIS, BULK	Cubic Yard	100	\$	(N/A)	\$	(N/A)	
57	Work Services	9103806105	91038	ALL SERVICES, ALL PROJECTS; ELEVATED WORK HEIGHTS GREATER THAN 15 FEET AERIAL PLATFORM	Day	100	\$	(N/A)	\$	(N/A)	
58	Work Services	9103806110	91038	ALL SERVICES, ALL PROJECTS; ELEVATED WORK HEIGHTS GREATER THAN 15 FEET, SCAFFOLDING	Square Foot	3000	\$	(N/A)	\$	(N/A)	
59	Work Services	91038.03	91038.03	ALL SERVICES; ALL PROJECTS; WORK NOT INCLUDED IN CONTRACT LINE ITEMS BUT REQUIRED FOR PROJECT EXECUTION AT A 10% MARK UP OVER COST	Allowance	20000	(N/A)	10%	\$ 20000	(N/A)	

Total Price \$ _____

ARTICLE 10. BIDDER CONTACT INFORMATION

Person to contact regarding bid:

Name: _____ Phone: _____

Address: _____

Indicate if you are:

Manufacturer: YES _____ NO _____

Exclusive dealer/distributor/reseller*: YES _____ NO _____

Authorized dealer/distributor/reseller*: YES _____ NO _____

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: _____

Address: _____

Phone: (_____) _____

Location of facility where inventory maintained: _____

Bid Line: _____

Proposed Manufacturer and Model Number: _____

Exceptions (explain): _____

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 2%, 4%, or 6%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

- 1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
 2% Bidder is a City-based business.
 4% Bidder meets 2% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
 6% Bidder meets 4% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
- 2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? Yes No
- 3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? Yes No
- 3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?
 Yes No
- 4. Street address of business location within the City of Chicago (P.O. address not accepted):

- 5. Describe the business activities are carried out at the location listed above: _____

- 6. How many full-time regular employees are currently employed at the location listed above? _____
- 7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? _____(for 4% and 6% preferences only)
- 8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? _____ (for 6% preference only)
- 9. Total number of full-time regular employees employed at all locations worldwide? _____
- 10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

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

Name of Bidder (Print or Type): _____

Signature of Authorized Officer (Sign): _____ Date: _____

Title of Signatory (Print or Type): _____

State of _____; County of _____; Signed and sworn (or affirmed) to before me on _____ (date) by _____ (name/s of person/s making statement)

(Signature of Notary Public)

(seal)

Bidder's Commitment to Provide Locally Manufactured Goods Affidavit

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
- () 25% to 49%-- 1% incentive () 50% to 74%-- 1.5% incentive () 75% or greater-- 2% incentive

3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title: _____ Specification #: _____
Bidder/Contractor Name: _____
2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No
3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

4. Describe the manufacturing activities carried out at the location listed above: _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:
Item: _____ Production steps: _____ % of value
Item: _____ Production steps: _____ % of value
6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Manufacturer: _____
(Print or Type)

Signature of Manufacturer Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business: _____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____ %

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____ %

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)
(Seal)

Veteran-Owned Small Local Businesses And Eligible Joint Ventures Affidavit

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

- 1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No If Yes, skip to #5 below.
- 2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?
() Yes () No
- 3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
() Yes () No
- 4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-670?
() Yes () No
- 5. Is the veteran-owned business identified in either #1 or #4 above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.
() Yes () No
- 6. If the answer to # 5 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
() Yes () No
- 7. If qualifying as a veteran-owned business under the requirements of #6 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

- 8. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

 - 9. Provide address of the veteran-owned business, including the County in which it is located. _____

- County: _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

BIDDER MUST COMPLETE THE APPLICABLE SIGNATURE LINE(S) ON THE FOLLOWING PAGE.

Required Signature for All Applicants

Name of Veteran-Owned Business: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____

(Signature)

Title of Signatory: _____

(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of Joint Venture (for eligible joint ventures only): _____

(Print or Type)

Name of SBE (for eligible joint ventures only): _____

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

Bidder's Commitment To Utilize Business Enterprises Owned By People With Disabilities (BEPD)

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____

Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

() 2% to 5%-- 1% incentive () 6% to 9%-- 2% incentive

() 10% to 13%-- 3% incentive () 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

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

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

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

MENTORING PROGRAM BID PREFERENCE AFFIDAVIT

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title: _____

Specification #: _____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

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

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

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

ARTICLE 11. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

11.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number **723859** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) _____
(Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
(Corporate Secretary Signature) (Affix Corporate Seal)

State of _____ County of _____

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

Notary Public Signature Commission Expires: _____

11.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number **723859** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR
Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

11.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number **723859** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

11.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number **723859** containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
(Print or Type)

State of _____; County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

11.5. Bid Acceptance by City

Contract No.: _____

Specification No.: _____

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

Exhibit 1: Insurance Certificate of Coverage

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

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

Contract title: _____
Specification #: _____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

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

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

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)