REQUEST FOR PROPOSAL (RFP) FOR
LANDSIDE (NON-SECURE) CUSTODIAL SERVICES

TARGET MARKET PROGRAM
Responses Restricted to City of Chicago or Cook County Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Certified Within the Service Area Specified

AT

O’HARE INTERNATIONAL AIRPORT
Specification No. 1187829
Required for use by:

CITY OF CHICAGO
(Chicago Department of Aviation)

CITY OF CHICAGO
(Department of Procurement Services)

All Responses and other communications must be addressed and returned to:

Shannon E. Andrews, Chief Procurement Officer
Attention: Jezieel Cortes, Senior Procurement Specialist
Department of Procurement Services
Bid & Bond Room - Room 103 City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A pre-submittal conference will be held on January 6, 2020, at 10:00 A.M. Central Standard Time, at the Aviation Administration Building, 10510 W. Zemke Road Chicago, Illinois 60666.

ALL RESPONSES MUST BE RECEIVED BY 4:00 P.M. CENTRAL STANDARD TIME ON JANUARY 31, 2020

LORI E. LIGHTFOOT
MAYOR

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER
SUBMITTAL CHECKLIST

Request for Proposal (RFP) for LANDSIDE (NON-SECURE) Custodial Services at O’Hare International Airport

TARGET MARKET PROGRAM
Responses Restricted to City of Chicago or Cook County Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Certified Within the Service Area Specified

Specification No. 1187829

Volume I - Required Content

☐ Cover Letter
☐ Executive Summary
☐ Company Profile
   ☐ Joint Venture Agreement including Schedule B and Disclosures as appropriate
   ☐ LLC Operating Agreement and Disclosures as appropriate
   ☐ Licensing information
☐ Project Understanding and Approach
   ☐ Narrative
   ☐ Required elements as specified in Section (B)(4)(A through G)
☐ Professional Qualifications and Specialized Experience
   ☐ Narrative
   ☐ Project Reference Forms – Exhibit 6
☐ Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project
   ☐ Narrative
   ☐ Staff Organization Chart
   ☐ Key Personnel Resumes
☐ Target Market Participation Plan and Commitment Summary
   ☐ Narrative
☐ Cost Proposal

Volume II - Required Content

☐ Conflict of Interests
☐ Respondent’s Corporate History
☐ Legal Actions
☐ Financial Statements
☐ Economic Disclosure Statement and Affidavit
☐ Target Market Documentation
   ☐ Schedule C-2
   ☐ Schedule D-2
   ☐ JV agreement if appropriate
☐ Evidence of Insurability
TABLE OF CONTENTS

I. GENERAL INFORMATION .................................................................................................................. 1
   A. BACKGROUND ............................................................................................................................. 1
   B. SCOPE OF SERVICE .................................................................................................................... 1
   C. TERM OF SERVICES .................................................................................................................... 1
   D. COMMUNICATIONS; PRE-SUBMITTAL CONFERENCE; AND DOCUMENT AVAILABILITY ....... 2
   E. DEADLINE AND PROCEDURES FOR SUBMITTING PROPOSALS .................................................... 3
   F. PROCUREMENT TIMETABLE ......................................................................................................... 4
   G. CONFLICTS OF INTEREST ......................................................................................................... 4

II. REQUIRED INFORMATION .............................................................................................................. 5
   A. FORMAT ....................................................................................................................................... 5
   B. VOLUME I - REQUIRED CONTENT ............................................................................................ 5
   C. VOLUME II - REQUIRED CONTENT .......................................................................................... 10

III. EVALUATION OF PROPOSALS .................................................................................................... 12

IV. CONFIDENTIALITY; PUBLIC INFORMATION .................................................................................. 14

V. ADDITIONAL DETAILS OF THE RFP PROCESS ........................................................................... 15

VI. TABLE OF EXHIBITS

A. EXHIBIT 1: SCOPE OF SERVICES - LANDSIDE (NON-SECURE)
   1. ATTACHMENT 1-A: LANDSIDE CUSTODIAL SUPPORT SPACE
   2. ATTACHMENT 1-B: LANDSIDE PUBLIC AREAS
   3. ATTACHMENT 1-C: LANDSIDE PUBLIC RESTROOMS
   4. ATTACHMENT 1-D: SUSTAINABILITY REQUIREMENTS
   5. ATTACHMENT 1-E: CUSTODIAL CLEANING SPECIFICATION AND MINIMUM PERFORMANCE REQUIREMENTS
   6. ATTACHMENT 1-F: HIGH VOLUME RESTROOMS
   7. ATTACHMENT 1-G: ESCALATOR AND MOVING WALKWAY CLEANING SPECIFICATION
   8. ATTACHMENT 1-H: FLOOR SCRUBBER, EQUIPMENT AND CONSUMABLE SUPPLIES
   9. ATTACHMENT 1-I: FEMININE HYGIENE DISPOSAL EQUIPMENT AND SERVICE REQUIREMENTS

B. EXHIBIT 2: SCHEDULE OF COMPENSATION (COST PROPOSAL IS REQUIRED WITH THE RESPONSE)
   1. ATTACHMENT 2-A: SAMPLE ANNUAL OPERATING BUDGET
   2. ATTACHMENT 2-B: BASIS OF DEDUCTIONS
   3. ATTACHMENT 2-C: WAGE AND BENEFIT REQUIREMENTS

C. EXHIBIT 3: MBE & WBE SPECIAL CONDITIONS FOR TARGET MARKET

D. EXHIBIT 4: ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATION OF FILING

E. EXHIBIT 5: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

F. EXHIBIT 6: PROJECT REFERENCE FORM

G. EXHIBIT 7: SAMPLE PROFESSIONAL SERVICES AGREEMENT
I. GENERAL INFORMATION

The City of Chicago ("City") on behalf of its Department of Aviation ("CDA") is seeking proposals for custodial services for the O'Hare International Airport as outlined in Exhibit 1, and its accompanying Attachments (collectively, "Services"). This Request for Proposals ("RFP") seeks to identify the most qualified provider of best-in-class custodial services that utilizes flexible and innovative management strategies to execute its services, demonstrates its commitment to sustainability, prioritizes customer service, and operates through streamlined processes in its delivery of services. The Selected Respondent, as defined below, shall furnish all necessary labor, materials, tools, equipment, management, and supervision to perform custodial services 24 hours a day, 365 days a year for approximately five-hundred thousand square feet of restrooms, public spaces, baggage claim areas, offices, and other related spaces in the Landside (Non-Secure) areas at Terminals 1, 2, and 3 of O'Hare International Airport. This RFP is for Landside Custodial Services at O'Hare. A separate RFP will be issued for Airside (Secure) Custodial Services.

"Respondent(s)" means the entities that submit Proposals in response to this RFP. The Respondent awarded a Contract pursuant to this RFP, if any, is sometimes referred to herein as "Contractor." "Contract or Agreement" refers to a Contract awarded to the Contractor.

The City and CDA will rank Proposals based on the evaluation criteria set forth in this RFP. The City will negotiate the final contract with the Respondent(s) selected as the highest-ranked ("Selected Respondent(s))." This procurement is completed once the Selected Respondent executes the Contract with the City and becomes the Contractor responsible for the Services or the City decides to terminate the procurement.

A. Background

As the operator of the one of the busiest airport in the nation, CDA requires the highest level of custodial services to meet the demand of its nearly 84 million passengers who visit O'Hare every year. In the next several years, O'Hare will be embarking on a landmark expansion and modernization making it the world's premier airport. This expansion will require a custodial service Contractor who will be able to accommodate the impacts from construction activities while maintaining quality service. CDA seeks proposals that implement innovative, flexible solutions in delivery and management of custodial services.

This RFP requests Respondents to provide a plan that addresses CDA’s vision for superior customer satisfaction throughout the travel experience, integrated systems in its delivery of services, and sustainability initiatives in all aspects of management and execution. In addition to this detailed plan for execution, the Respondent shall also provide cost proposals for every year of the five-year term, including any implementation costs.

B. Scope of Services

The scope of services requested in this RFP is described more fully in the attached Exhibit 1 – Scope of Services, and its accompanying Attachments.

C. Term of Services

The City intends to award one (1) Contract pursuant to this RFP for a base contract period of five (5) years, with the additional option of one (1) extension of one hundred eighty-one (181) days or as needed for continuity or transition of services.
D. Communications; Pre-Submittal Conference; and Document Availability

1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("DPS") regarding this RFP. All questions or requests for clarification must be submitted to the following e-mail address: CDABidquestions@cityofchicago.org. The subject line of the email must clearly indicate that the contents are “Questions and Requests for Clarification” about the RFP, is “Not a Proposal”, and must refer to “Landside (Non-Secure) Custodial Services for O'Hare International Airport, Specification No. 1187829”. No telephone calls will be accepted. All questions and requests for clarification must be submitted no later than 4:00 p.m. Central Standard Time on January 10, 2020 or no response will be provided except at the discretion of the City. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process.

2. Pre-Submittal Conference

The City will hold a pre-submittal conference on January 6, 2020 at O'Hare International Airport –Department of Aviation Administration Building, Conference Room 1, located at 10510 W. Zemke Road, Chicago, Illinois, 60666 at 10:00 a.m., Central Standard Time. Attendance is not mandatory but is strongly encouraged. The City will address questions regarding the RFP at the pre-submittal conference and will respond both to questions or requests for clarification raised on the day of the conference, and to questions submitted prior to the conference date. However, Respondents may only rely on written addenda and/or clarifications issued by the Department of Procurement Services. The City of Chicago accepts no responsibility for timely delivery of materials, and Respondents are solely responsible for acquiring necessary information, addenda and/or materials.

3. Site Visits

Immediately following the pre-submittal conference, the City will conduct a site visit. The site visit may include post-security and secured areas, therefore attendees are required to RSVP to CDABidQuestions@cityofchicago.org no later than 4:00 p.m. on January 10, 2020, with the full names of each site visit attendee, each attendee’s date of birth, and the subject line of “RSVP Site Visit Landside Custodial Spec. No. 1187829.” All site visits must be escorted by authorized CDA personnel. The CDA will arrange for transportation to the site(s) from the Aviation Administration Building. The Attendee must provide the name of its company and the name(s) of its representatives. Due to limited space, each attending firm is limited to three (3) participants. Please be advised that no further site visits will be conducted by the CDA, aside from the date listed herein. Each attendee must carry on his or her person a valid, unexpired, government issued identification.

4. RFP Document Availability, Information Resources

Respondents should obtain this RFP from the Bid & Bond Room located at City Hall, 121 N. LaSalle St., Room 103, Chicago, Illinois 60602.

Respondents may request the Bid & Bond Room personnel mail them a copy of the RFP by providing the Bid & Bond Room a Federal Express account number or make arrangements with Bid & Bond Room personnel to have a package ready for pickup by another courier service. The Bid & Bond Room telephone number is (312) 744-9773. The City accepts no responsibility for the timely delivery of materials.

In the alternative, Respondents may download the RFP from URL address: http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/20
All Respondents who choose to download the RFP are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFP document, the Respondent must contact the Bid & Bond Room by faxing a legible copy of Respondent’s business card, referencing Specification No. 1187829 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773 to register Respondent’s company as an RFP document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFP. Respondents are responsible for obtaining all RFP materials.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

E. Deadline and Procedures for Submitting Proposals

1. Proposals must be received by the Bid and Bond Room no later than 4:00 p.m. Central Time on January 31, 2020.

2. The City will not accept Proposals that are not received by the date and time set forth in Section I.E.1 above. Only the City’s Chief Procurement Officer, at her sole discretion, will determine whether to accept a Proposal received after the due date and time.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement of this RFP. Hand-carried Proposals must be received in the depository located in the Bid & Bond Room. The actual time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room. It is the Respondent’s sole responsibility to ensure that the Proposal is received as required.

3. The Proposals must be delivered to the following address:
Shannon E. Andrews, Chief Procurement Officer
Department of Procurement Services
Bid & Bond Room
Room 103, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Jezieel Cortes, Senior Procurement Specialist

Respondents must submit one (1) original, two (2) paper copies, and fifteen (15) electronic copies in searchable pdf format, each on a USB drive. Each USB drive should contain both Volumes of the Proposal. The original Proposal must be clearly marked as “ORIGINAL” and all documents, requiring a signature must bear the original signature of Respondent’s authorized signatory. All documents and USB drives must be clearly marked with the title of the RFP and the name of the Respondent. Respondent must enclose all documents in sealed envelopes or boxes.
4. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed
Request for Proposals for Landside (Non-Secure) Custodial Services for O'Hare International Airport
Specification No. 1187829
Due: 4:00 p.m. Central Standard Time, January 31, 2020
Submitted by: (Name of Respondent)
Package ____ of ____

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

F. Procurement Timetable

The timetable for the selection process is summarized below. Note that these target dates are subject to change by the City.

<table>
<thead>
<tr>
<th>Key Activity</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Issues RFP</td>
<td>December 20, 2019</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>January 6, 2020</td>
</tr>
<tr>
<td>RFP Questions and Clarifications Due</td>
<td>January 10, 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>January 31, 2020</td>
</tr>
</tbody>
</table>

G. Conflicts of Interests

For the purposes of this Section I.G only, the term “Respondent” shall mean the entities that submit Proposals in response to this RFP and, if Respondent is a joint venture or limited liability company, any partner in the joint venture or any member of the limited liability company.

Respondents will be subject to the following conflicts of interest rules:

Conflict of Interest: The Evaluation Committee (“EC”) will consider any information regarding Respondent, including information contained in Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to successfully perform the proposed Services or undermine the integrity of the competitive-procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing this RFP or any other services related to this RFP, such Respondent may be disqualified from further consideration.
The City reserves the right to evaluate potential conflicts of interests, if any, not set forth by Respondent that could present a conflict in the performance of the Services as stated herein. The City also reserves the right to render a final decision on the eligibility of a particular Respondent to be considered for an award of an Agreement, all in a manner consistent with the best interests of the City.

II. REQUIRED INFORMATION

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

A. Format

Proposals responding to this RFP should be prepared using a font no smaller than 10 point on 8½” X 11” letter size paper (preferably recycled), printed double-sided and bound on the long side. Three-ring binders are acceptable. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for Proposal, reports, and all other documents prepared in connection with this RFP. Expensive papers and bindings are discouraged as no materials will be returned.

Proposals must be submitted in two separately-bound volumes. The first volume must contain the Respondent's Statement of Qualifications and must be labeled “Volume I, Statement of Qualifications”; the second volume must contain representations and certifications as described herein and must be labeled “Volume II, Representations and Certifications”.

Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter sequence as set forth below.

B. Volume I - Required Content

Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant Proposal. Submission of a Proposal constitutes the Respondent's acceptance of all requirements outlined in the RFP. By submitting a response to this RFP, Respondent acknowledges that if its Proposal is accepted by the City, it’s Proposal and related submittals may become part of the Contract.

The Proposal must include the following information:

1. **Cover Letter – limit of one page**

   Respondent must submit a cover letter, signed by an authorized Respondent representative, committing Respondent to providing the Services in accordance with its Proposal and the terms and conditions of any Agreement, which may be awarded pursuant to this RFP.

2. **Executive Summary – limit of three pages**

   Respondent must provide an executive summary, which addresses the following information:
A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;

B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;

C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;

D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);

E. Acknowledge receipt of Addendum issued by the City, if any;

F. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Target Market Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment, attached to this RFP as Exhibit 3; and

G. Respondent must identify any exceptions or objections it has to the City's sample Professional Services Agreement ("PSA"), a copy of which is attached hereto as Exhibit 7. The City may from time to time revise the PSA. The City will not accept or entertain any exceptions or objections to the PSA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the PSA.

3. Company Profile – limit of one page (plus any attachments required by the provisions below)

Respondents must briefly describe their legal structure and the way in which their business is organized.

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

a) Schedule B as shown in Exhibit 3, if Respondent's joint venture team includes a City of Chicago or Cook County certified MBE/WBE firm(s), as applicable; and

b) Separate Economic Disclosure Statement and Affidavits ("EDS") for each joint venture partner, a copy of which is attached hereto as Exhibit 4.

If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate EDS as shown in Exhibit 4. EDS forms should be included in Volume II as further explained below.
4. **Project Understanding and Approach – limit of thirty pages**

Respondent must describe its interest, understanding and approach to providing the Services. Respondent must include an explanation of its approach to management. Also to be included are: a plan for implementing and monitoring the Services; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely Services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the City’s consideration.

Any subcontractors who will be performing, the Services, including their designation as MBE/WBE/BEPD, should be listed along with discussion of their roles and responsibilities. Respondent may not subcontract more than 50% of the dollar value of the work to firms that are not MBEs or WBEs.

Respondent’s plan must include, at a minimum, the following elements. Respondent may combine elements or reorganize elements if all requirements are included in Respondent’s plan.

A. **OPERATIONAL PLAN.** Respondent must provide a detailed operational plan that includes the areas, frequency, organizational chart, number of employees, list of equipment, list of cleaning products, systems, and type of rotational cleaning processes. Respondent shall describe the processes and frequencies necessary to deep clean restrooms, windows, carpets, hard floors, furnishing, and other surfaces. Plan shall address seasonal demands. Respondent shall describe how the Respondent’s system for purchasing, receiving, stocking, dilution, and distribution of cleaning products and consumables. Respondent shall provide a detailed narrative description of how Respondent will respond to irregular operations and emergency response requests, such as water and sewage floods.

B. **MANAGEMENT PLAN.** Respondent must provide a detailed management plan. Respondent shall provide a detailed narrative of how Respondent’s employees including, but not limited to, Shift Managers, Custodial Supervisors and Line Staff, will be scheduled for shifts, including for lunch and other breaks, as well as shift changes, to ensure necessary coverage 24 hours per day, seven days per week, with no gaps in regular service activity. Respondent shall describe how employees will be supervised, including a description of how supervision will be provided at each terminal.

C. **SUSTAINABILITY INITIATIVES.** Respondent must provide a detailed plan for sustainability initiatives in all aspects of the execution of its services, including but not limited to cleaning products, equipment use, water use, consumable products, and management. Respondent shall describe its experience with green practices such as LEED® EB O&M and identify its certifications, such as Green Seal 42 or ISSA CIMS certification. Respondent shall provide its experience implementing innovative strategies for sustainability initiatives such as incentive programs for carpooling or public transportation for its employees, use of biologic active tissue paper, or ultrasonic cleaning machines. Respondent may refer to Attachment 1-D to Exhibit 1 for more information about CDA Sustainability Requirements and the Sustainable Airport Manual (“SAM”).
D. CUSTOMER SERVICE. Respondent must provide a detailed plan for customer service. CDA seeks to maintain the highest level of customer satisfaction for every passenger. Respondent must provide an operational plan beyond routine scheduling and provide a solution for predictive responses. Respondent shall provide a detailed narrative how communication with CDA, passengers, and other stakeholders will be managed. Respondent shall describe in detail how customer feedback is collected and addressed.

E. QUALITY CONTROL PROGRAM. Respondent must provide a detailed quality control program to ensure that Respondent provides high quality service and performance. Respondent shall describe process to be procedures to be used to identify quality deficiencies and Respondent’s plan to rectify such deficiencies. The quality control program shall also demonstrate how Respondent will provide CDA with detailed documentation of its daily performance, deficiencies and contract compliant quality control reports. Respondent must demonstrate previous experience developing a QC program of similar size and scope.

F. EMPLOYEE MANAGEMENT AND TRAINING. Respondent must provide a detailed plan for employee management including strategies to minimize employee turnover, minimize absenteeism, and address language barriers. Respondent must include a detailed plan for employee training including but not limited to working with cleaning supplies, HAZCOM training, managerial skills, safety protocols, and customer service. The plan shall include the types of training and frequency of training. Respondent shall describe how its employees will present a professional appearance, and the process for issuing, cleaning, and repairing employee uniforms.

G. TRANSITION PLAN. Respondent must provide a detailed transition plan for assumption of services at O'Hare International Airport. Respondent shall include a description of the type of support the transition teams will have, the timelines involved, and a detailed plan for hiring and training.

   The Successful Respondent must attend start-up meetings with the CDA no less than ninety (90) days prior to the start date as set forth in the Agreement. Such meetings may include a walk-through of the facilities. The intent of the meetings is to review the proposed transition plan and expectations.

5. Professional Qualifications and Specialized Experience – limit of two pages plus ten pages for Project Reference Forms

Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should include similar experience at other airports or in managing similar programs. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Regarding prior similar experiences, highlight key issues faced and innovative solutions used.

Respondent must also provide the names, addresses, telephone numbers, and e-mail addresses of (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, custodial services of similar type, scope and magnitude as required pursuant to this RFP. The basic format for submittal of the required reference information is contained in the Project Reference Form attached as Exhibit 6 to this RFP. One Project Reference Form is required for each referenced project. Exhibit 6
may be modified for presentation purposes but must include all requested information; there is no page limit for individual projects; however, the maximum total for all projects is ten pages and no more than one project may be included on any Project Reference Form.

6. **Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project - limit of three pages plus a Staff Organization chart plus Resumes**

   a. In three (3) pages or less, Respondent must describe the professional qualifications and experience of the individuals who will be dedicated to providing the Services. Respondent must provide an organization chart identifying, at a minimum, the "Key Personnel" who will be responsible for the major components of the Services.

   Respondent must indicate each proposed person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Services. All Key Personnel must have significant and relevant experience in the area for which they are proposed to provide the Services.

   b. Respondent must indicate the local availability and time that each Key Personnel would be dedicated to the Services.

   c. Respondent must submit resumes or corporate personnel profiles of all staff (maximum two pages per individual) which demonstrate relevant past experience for each proposed staff member and Key Personnel.

7. **Target Market Plan and Commitment – limit of three pages**

   Consistent with the requirements of Exhibit 3, Respondent must provide a narrative describing its plan for compliance with Target Market contracting and subcontracting requirements.

8. **Cost Proposal – limit of seven pages**

   Respondent must submit a Cost Proposal based on Annual Budget for each year of the five (5) year base period substantially the same in form as Attachment 2-A to Exhibit 2. The City is requesting detailed information regarding the fully loaded hourly rates for the Services required. In Attachment 2-B to Exhibit 2, provide details of the fully loaded hourly rates in the Schedule of Compensation. Respondent is responsible for disclosing any charges or fees over and above the fully loaded hourly rates listed in Schedule of Compensation that the City would incur before, during, and after the transition of services.

   Based on the City's need to compare Schedule of Compensation between Respondents, Respondents should not deviate significantly from the compensation methods outlined in Exhibit 2. The City reserves the right to negotiate a Schedule of Compensation with selected Respondent.

   In preparing the Cost Proposal, Respondents must adhere to the requirements set forth in Attachment 2-C to Exhibit 2 – Wage and Benefit Requirements.
C. **Volume II - Required Content**

1. **Conflict of Interests**

   If applicable, Respondent must provide a statement and information regarding conflicts of interest required pursuant to Section I.G.

2. **Respondent’s Corporate History**

   Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

3. **Legal Actions**

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

   a. a debtor in bankruptcy;
   b. a defendant in a legal action for deficient performance under a contract, in violation of a statute or related to service reliability;
   c. a respondent in an administrative action for deficient performance on a project, in violation of a statute or related to service reliability;
   d. a defendant in any criminal action;
   e. a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract, in violation of a statute or related to service reliability;
   f. a principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract, in violation of a statute or related to service reliability; or
   g. a defendant or respondent in a governmental inquiry or action regarding the accuracy of prepared financial statements or disclosure documents.

4. **Financial Statements**

   Respondent, or each separate legal entity comprising Respondent, if applicable, must provide a copy of its most recent audited financial statements. The City reserves the right to accept or reject any financial documentation other than the audited financial statements.

5. **Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")**

   Respondent, or each separate legal entity comprising Respondent, if applicable, must submit a completed and executed Disclosure Affidavit, attached hereto as Exhibit 4. If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete a Disclosure Affidavit. In addition, any entity that has an interest in the Respondent or in one or more of its members or partners and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) ("Municipal Purchasing Act") or Chapter 2-154 of
the Municipal Code of Chicago to provide a disclosure must submit a completed and executed Disclosure Affidavit as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. If completed in hard copy form, all affidavits much be included in Volume II. If completed online, the submittal certificate is sufficient.

Subcontractors do not have to submit a Disclosure Affidavit at the time of submitting a Proposal but may be required to do so by the City at a later date.

6. **Target Market Documentation**

   Respondent must submit a copy of its current City of Chicago or Cook County MBE/WBE certification letter. Respondent must provide evidence of being a City of Chicago or Cook County certified MBE or WBE firm in the appropriate specialty area.

   Under the Target Market Program, a City of Chicago or Cook County certified MBE and/or WBE in the particular area of Custodial Services satisfies the compliance requirement through its own certification and will not be required to identify another MBE or WBE, as applicable.

   Any Respondent who is NOT currently certified with the City of Chicago or Cook County in the area of specialty related to the Custodial Services will not be eligible for contract award under the Target Market program.

   If Respondent chooses to partner or subcontract with another entity, Respondent must complete and submit the forms that are attached to this RFP in Exhibit 3 to evidence Respondent’s proposed MBE/WBE participation in some aspect of the contract. For purposes of your response to this RFP, Respondent must provide a fully executed Schedule D-2 that indicates that no more than 50% of the work will be subcontracted to non-MBE/WBE firms and provide a separate Schedule C-2 completed and signed for each proposed MBE/WBE subcontractor describing the services to be provided.

   With each Schedule C-2 form, Respondent should submit a current Letter of Certification issued by the City of Chicago or Cook County. The proposed MBE or WBE firm must be certified by the City of Chicago or Cook County at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago or Cook County.

   Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-2s should match the percentages for each MBE or WBE firm listed on the Schedule D-2. All schedules submitted must be original signature.

7. **Insurance**

   Respondents are **NOT** required to submit evidence of insurance with the Proposal but must submit evidence of insurability indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in Exhibit 5. Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in Exhibit 5. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or limited liability company.
III. EVALUATION OF PROPOSALS

A. Evaluation Committee and Short-listing Process

An Evaluation Committee ("EC"), which may include representatives of the Department, DPS, other City departments, or sister agencies of the City will review and evaluate the Proposal. The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the Proposal, as it deems necessary. The EC will first assess the Respondent's compliance with and adherence to all Volume I and Volume II of the submittal requirements. Any Proposal which is incomplete and missing key components necessary to fully evaluate the response may, at the discretion of the CPO, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

The EC will then evaluate the extent to which a Response meets the requirements set forth in the RFP, including but not limited to a detailed analysis of Volumes I and II of the Response. The focus of the evaluations will be on the Respondent's understanding and approach, qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in this section. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

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

After the EC completes its review of Proposals, it may submit to the Commissioner of the Chicago Department of Aviation (the "Commissioner"): (1) a recommended short list of Respondents for further consideration; (2) a recommendation to select one or more Respondent(s) or (3) a recommendation to reject any or all Proposals.

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the EC for an oral interview, to clarify in more detail information submitted in a Proposal and/or to ask Respondents to respond to additional questions. The format of the oral interviews may require short-listed Respondents to respond to technical questions presented in advance of or at the time of the interview.

If the City elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Project Manager and Key Personnel. The proposed Project Manager and Key Personnel must be prepared to address the subjects and requirements for the Concessions Management Services for O'Hare International Airport.

The EC will then make a final evaluation and will submit a recommendation for one or more Respondents to the Commissioner. If the Commissioner concurs with the selection recommendation from the EC, the Commissioner will forward such concurrence and recommendation to the CPO for authorization to enter into contract negotiations with the selected Respondent(s).

The City will require the selected Respondent(s) to participate in contract negotiations, including but not limited to negotiations regarding compensation. The City's requirement that the selected Respondents negotiate is not a commitment by the City to award a Contract, nor is such requirement an opportunity for Respondents to take exception or objection to any part of the PSA, which it did not take exception or objection to as allowed in this RFP. If the City determines that
it is unable to reach an acceptable Contract with a selected Respondent, including failure to agree on a fair and reasonable compensation for the Services or any other terms or conditions, the City may terminate negotiations with such selected Respondent(s), and may commence negotiations with any of the other Respondent(s) until such time as the City has negotiated a Contract meeting its needs.

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised Proposals from the Respondents based upon the revised Scope of Services.

B. Evaluation Criteria

The City will review each Respondent’s Proposal using the following criteria:

1. **Qualifications/Experience** *(45 percent)* – Each Respondent’s demonstrated capability to meet the Service requirements described in this RFP. Factors the City will consider include:

   a. Each Respondent’s past demonstrated experience on other custodial services engagements. Preference will be given to firms with significant experience and knowledge of all components of Landside (Non-Secure) Custodial Services required per Exhibit 1 and its accompanying Attachments;

   b. The existence of any legal actions that might affect each Respondent’s ability to perform as contracted;

   c. Each Respondent’s financial capacity to deliver the required Services;

   d. The existence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of each Respondent to protect the interests of the City;

   e. Each Respondent’s professional qualifications, specialized experience and availability of Key Personnel;

   f. Each Respondent’s demonstrated ability to meet the compliance with Insurance requirements identified in Exhibit 5;

   g. Each Respondent’s willingness to take no exceptions to the PSA attached to this RFP as an Exhibit 7; and

   h. Compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications.

2. **Technical Plan** *(40 percent)* – Each Respondent’s understanding of the Services and approach for implementation. Factors the City will consider include:

   a. Each Respondent’s plan for each of the elements set forth in Section (II)(B)(4)(A) through (H), as identified below:

      i. Operational Plan

      ii. Management Plan

      iii. Sustainability Initiatives
iv. Customer Service  
v. Quality Control Program  
vi. Employee Management and Training  
vii. Transition Plan

c. The outcome of oral interviews including technical analysis and presentation (if requested by the City); and  
d. Completeness and comprehensiveness of each Respondent’s response to this RFP;

3. **Cost Proposal (15 percent)** – Each Respondent’s detailed cost proposal as indicated in Exhibit 2. Respondent’s cost proposal is important – however, it is not the sole factor in the evaluation process. Each Respondent’s qualifications and cost proposal will be evaluated to determine a best value Proposal to the City.

### IV. CONFIDENTIALITY; PUBLIC INFORMATION

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

However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential:

A. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."

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 RFP."

B. Provide a USB drive with a redacted copy of the entire Proposal for submission in pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB drive with a redacted copy may result in the posting of an un-redacted copy.

C. **All Proposals submitted to the City in response to this RFP are subject to the Illinois Freedom of Information Act.** The City will make the final determination as to whether the information will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of this information.

D. Consistent with the City’s practice of making available all information submitted in response to a public procurement all Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFP, and any information or documentation presented to City as part of the negotiation of an Agreement will be made publicly available through a Website hosted by the City. Data will only remain confidential if Respondent has marked the documents containing such data in the manner required by this Section IV.
E. Indiscriminate labeling of material as “Confidential” may be grounds for deeming a Proposal as non-responsive. 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.)

V. ADDITIONAL DETAILS OF THE RFP PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take-Out-Sheet" prior to the Proposal due date. Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign for a copy of the RFP package in the Bid and Bond Room, request that the Bid and Bond Room personnel mail them a copy or download the RFP document per the instructions and requirements in Section I.D.3. Each addendum is incorporated as part of the RFP documents, and receipt must be acknowledged by the prospective Respondents in the Cover Letter of their Proposals or as otherwise directed herein.

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

1. A change of the Response due date;
2. Clarifications to Respondents questions; and
3. Terms and conditions the City anticipates will be included in the final signed contract.

B. City’s Rights to Reject Proposal

The City is under no obligation to award an Agreement pursuant to this RFP and, acting through the CPO, reserves the right to reject any and all Proposals. The City reserves the right to use any other procurement method available under applicable law to obtain the Services described herein.

C. No Liability for Costs

The City is not responsible for any costs or damages incurred by Respondents, its team member(s), subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal, and/or participation in any conferences, oral presentations or negotiations.

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

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor’s 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.

E. VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit 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.
EXHIBIT 1: SCOPE OF SERVICES – LANDSIDE (NON-SECURE)

1) GENERAL INFORMATION

The Contractor shall provide the City of Chicago (“City”) and the Chicago Department of Aviation (“CDA”) custodial services for O’Hare International Airport as outlined herein (collectively, “Services”). The Contractor is expected to provide the best-in-class custodial services that utilizes innovative and flexible management strategies to execute the Services, demonstrates its commitment to sustainability, prioritizes customer service, and operates through streamlined processes in its delivery of the Services. Contractor shall furnish all necessary labor, materials, tools, equipment, management, and supervision to perform custodial services 24 hours a day, 365 days a year of approximately three-hundred thousand (300,000) square feet of restrooms, public spaces, baggage claim areas, offices, and other related spaces Landside at Terminals 1, 2, and 3 of O’Hare International Airport. Contractor shall provide labor based on full time employees working eight (8) hour shifts (not including scheduled meal breaks or other breaks). Materials, supplies, and equipment shall be of high quality, industrial grade, and meet CDA’s minimum specifications and approval. Applicable areas that Contractor shall be required to provide Services are attached hereto and incorporated Attachments.

2) GENERAL REQUIREMENTS OF THE CONTRACTOR

Contractor, in accordance with the minimum of the specifications set forth herein, shall:

a. Attend start-up meetings with CDA no less than ninety (90) days prior to the start date established by the Agreement. Such meetings may include a walk-through of the facilities. The intent of the meetings is to review the proposed transition plan and City expectations.

b. No less than ninety (90) days prior to the start date established by the Agreement, Contractor shall provide a detailed Operational Plan (“Plan”) as approved by CDA that meets all the requirements set forth in the Scope of Services. The Plan, which shall be attached to the Scope of Services and incorporated therein, should:
   i. include the areas, frequency, number of employees, list of equipment, list of cleaning products, systems, and type of rotational cleaning processes;
   ii. describe the processes and frequencies necessary to deep clean restrooms, windows, carpets, hard floors, furnishing, and other surfaces;
   iii. address seasonal demand;
   iv. describe a system for purchasing, receiving, stocking, diluting, and distributing cleaning products and consumables;
   v. provide a detailed narrative description of irregular operations and emergency response requests, such as water and sewage floods;
   vi. list transportation, badging, documentation, records, biometric clocks, fobs, and any other operational recordkeeping devices;
   vii. outline standard operating procedures; and
   viii. develop and maintain a written safety policy as part of the Plan and Contractor’s standard operating procedures, in accordance with Occupational Safety and Health Administration (www.osha.gov), American Standards Institute (“ANSI”) (www.ansi.org), and all other applicable standards.
c. Make immediate changes to any existing schedules as determined by CDA at no additional cost to improve efficiency and operational needs in furtherance of the Services;

d. Perform the Services in a manner that will minimize any inconvenience to CDA’s employees, consultants, concessionaires, tenants, sub-tenants, airline employees, support staff for airport operations, and passengers;

e. Not block off any area for cleaning purposes between 4:30 a.m. and 10:30 p.m. unless responding to a cleanup incident and actively performing the Services as required herein. To the extent specific areas must be cordoned off, the Contractor shall obtain prior approval from the CDA;

f. Provide temporary adequate signage prominently indicating when custodial work is performed or where safety may be of concern. All signs must be Limited English Proficient ("LEP") and compliant with the American with Disabilities Act ("ADA");

g. Add, move, and take away all custodial service signs at the CDA’s discretion. Any signage utilized must be approved by the CDA;

h. At all times, maintain an overall acceptable level of cleanliness and quality of workmanship, as determined by CDA. Without limiting the foregoing, all areas must be free from dirt, debris, spills, stains, and trash/recycling removal at all times and response to facility cleaning emergencies will be immediate. All materials will be fully stocked and work will be performed in an expeditious and professional manner.

i. Quickly respond to any requests related to the Services herein by CDA within five (5) minutes of notification;

j. Report status and condition of the terminals, in a format acceptable to CDA, on a daily basis including notification of any problems, deficiencies, repairs, and safety issues; The Contractor will render and manage these services as a coordinated team, which is responsible for continuously clean, functional, safe, efficient, properly cleaned facilities and fully stocked restrooms as described herein;

k. Meet with CDA staff on a daily, weekly and monthly basis to provide work status updates and service goals. During such meetings, Contractor shall report on staffing levels, any safety issues, identify problems or deficiencies, repair, with special emphasis on repair issues in the public restrooms (i.e., non-working faucets, toilets, and dispensers);

l. Conduct ongoing, with routine frequency, inspections of the facilities as set forth in the Attachments hereto; and

m. At the request of CDA, or at the recommendation of the Contractor, adjust staffing levels based upon factors such as projected passenger loads, passenger volume, or other factors impacting terminal traffic.
3) AREAS OF RESPONSIBILITY

The Contractor shall render the Services herein in the following non-secured, landside areas of O’Hare International Airport:

a. Terminal 1
   i. All windows
   ii. Upper Level Ticket Lobby
   iii. Lower Level Baggage Claim
   iv. All glass exhibits
   v. Terminal 1 stairwells
   vi. ATS Bridge
   vii. Pedestrian Corridors 1 and 2CTA Level
   viii. Transportation Center
   ix. OCC/OEMC
   x. Outside Metal and Non Metal Façade Surfaces
   xi. Outside Ash Cans
   xii. Outside automatic door mats
   xiii. All interior and exterior glass
   xiv. News Stands and Advertisement displays
   xv. The currently installed feminine hygiene disposal systems/diaper and napkin dispensers installed in all of the restrooms

b. Terminal 2
   i. All windows
   ii. Upper Level Ticket Lobby
   iii. Lower Level Baggage Claim
   iv. City Offices
   v. Chapel, Prayer Room, office, and restrooms Mezzanine Level
   vi. Pedestrian Corridors 3 and 4
   vii. All glass exhibits
   viii. Terminal 2 stairwells
   ix. ATS Bridge and Stairway
   x. Skylights
   xi. CITY Operations Tower (Cab interior glass, TRACON Offices, atrium glass)
   xii. Outside Ash Cans
   xiii. Outside automatic door mats
   xiv. All interior and exterior glass
   xv. News Stands and Advertisement displays

c. Terminal 3
   i. All windows
   ii. Upper Level Ticket Lobby
   iii. Lower Level Baggage Claim
   iv. City offices including ID Badging offices and restrooms Mezzanine Level
   v. Pedestrian Corridors 5, 6, and 7
   vi. All glass exhibits
   vii. Terminal 3 stairwells
   viii. ATS Bridge and Stairway
   ix. Skylights
   x. Terminal 3 Bridge
   xi. Outside Ash Cans
   xii. Outside automatic door mats
   xiii. All interior and exterior glass
xiv. News Stands and Advertisement displays

d. Subject to Attachment 1-I, the currently installed feminine hygiene disposal systems/diaper and napkin dispensers installed in the restrooms specified herein.

4) AREAS OF WORK SPECIFICALLY EXCLUDED

Contractor will be required to perform cleaning and custodial duties indoors only. NO custodial work will be required to be performed on the exterior of the domestic terminal buildings, except for window cleaning services and façade surfaces cleaning, which must be performed by appropriate personnel, and ash cans and door mats as specified above. This specification does not include tenant exclusive use areas, i.e., areas and equipment that are the responsibility of the airlines, concessions, or TSA. Examples of areas not in the Services include, but are not limited to, secured (airside) areas, ticket counters, airline ticket offices, airline administration, ground handler administration, airline lounges, airline operations and maintenance storage, baggage handling areas, all concessions leased space, custodial duties of the food courts, security checkpoint equipment, and TSA offices and screening rooms. The Services also does not include the ATS platforms and other areas as directed by CDA with the exception of maintaining the installed, feminine hygiene disposal systems/diaper and napkin dispensers, maintenance and service of wall mounted sharps disposal systems and wall mounted air freshener systems.

5) SAFETY POLICY

Contractor will develop and maintain a written safety policy and standard operating procedures, in accordance with OSHA (www.osha.gov), American Standards Institute (“ANSI”) (www.ansi.org), and all other applicable standards. The Contractor’s written safety policy and training program, subject to CDA approval, must be provided to CDA for approval two (2) weeks prior to the start date of the contract. Contractor is responsible for the OSHA training of its employees, purchasing and maintenance of PPE (Personal Protective Equipment) for its employees. Contractor will comply with all Federal, State and local regulatory requirements for all hazards. The Contractor will be responsible for disposal of all blood borne pathogens within their area of responsibility in compliance of all elements contained in OSHA Blood borne Pathogen Standard, 29 CFR 1910.1030. The Contractor will inform CDA in writing within 24 hours of any violation notice or opening conference by any regulatory agency within 24 hours of occurrence. The Contractor will furnish CDA a copy of all required annual tests. It will inform CDA of any abatement and/or response given to any regulatory agency or insurance company simultaneously at the time the response is issued.

6) CUSTOMER SERVICE

Everyone who works at the Airport is an “Ambassador” of the City of Chicago and CDA. To that end, the Contractor is expected to maintain excellent customer service. Passenger comfort, safety and assistance must be a primary goal at all times. Contractor employees must be fully trained in providing customer assistance and customer interaction. As part of its Operational Plan, Contractor must develop and implement a customer service training program which shall include, at a minimum, the following elements (the training program shall be reviewed and subject to approval by CDA) and which shall not reduce the amount of personnel required to perform the Services herein:

a. Quarterly Training. A minimum of 2 hours of customer service training quarterly per employee is required. Topics for customer service training should include (but are not limited to) non-discrimination, such as appropriate interactions with members of the traveling public who have disabilities or who may be limited English proficient.

b. Cleaning Techniques: Contractor employees must be fully trained and skilled in safe and proper custodial cleaning techniques to meet cleaning standards. Contractor must ensure all employees have been adequately trained on their specific responsibilities to include proper and safe use of...
equipment. The Contractor must provide a detailed training plan. The training records must be available to CDA upon request.

c. Safety Programs: All employees are required to be trained in compliance with OSHA Universal Precautions and Blood Borne Pathogens. The Contractor must have reviewable training manuals and/or videos, and maintain sufficient documentation to demonstrate adequate training has been completed by all employees. Employee training records must be provided upon the request of CDA.

7) MATERIALS HANDLING AND STORAGE

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

a. Daily or weekly receiving and distribution of all incoming shipments and equipment will be through designated Posts located at the end points of the domestic terminals as noted in Exhibits: Posts 7 and 10. For the CTA Level, Elevators 141 and 142 will be used for receiving and distribution of all incoming shipments and equipment.

b. Delivery hours of supplies and materials by truck/tractor trailer are scheduled by CDA so as not to conflict with peak traffic times. For example, between the hours of 10:00 pm and 5:00 am is acceptable.

c. Storage areas and supply rooms shall be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage. Contractor must comply with all City of Chicago Building Codes, so as not to constitute a Fire Code and/or Electrical Code violation in the storage of materials.

d. Storage of material shall not create a hazard, for example, bundles, etc. stored in tiers shall be stacked, blocked, interlocked and limited in height so that they are stable and secure against sliding or collapse.

e. Supplies and materials delivered to locations throughout the Airport using flatbed trucks, manual pallet jack, or powered pallet jack must have non-marking wheels.

f. All material handling equipment must be operated in a safe manner and equipment inspections performed as required.

g. CDA has authorized designated elevators for use of transport of supplies and equipment. Contractor will use only these designated elevators, and will not use the passenger elevators or glass elevators for transport of supplies, equipment, custodial carts, refuse carts, Cushman Carts or consumable goods, unless otherwise directed by the City.

h. All delivery trucks and or trailers must have hydraulic tail gates to unload materials or supplies, domestic terminals do not have loading docks.

i. Deliveries are only at designated locations.

j. Contractor is expected to keep on hand a minimum of a 7-day supply of consumable goods, and have the ability to replenish supplies within 24-hours to maintain an adequate inventory in the terminals to cover all locations and shifts.

k. Contractor will be responsible for shipping supplies, equipment, consumable goods, and materials to the Airport. Also, Contractor will be responsible for all receiving under the guidance of their on-site management staff, stocking and restocking using their own custodial staff.

8) SUPPORT SPACE

a. Support spaces will be made available to the Contractor, at O'Hare International Airport, at no cost to the Contractor as specified in Attachment 1-A. The Contractor will also be required to provide an easily accessible off-site storage facility for its own use to store sufficient
supplies, equipment, and materials that are unable to be stored at the City supplied support spaces.

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

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

d. Any additional space needed by the Contractor must be located off airport property.

9) STAFFING

The staff schedule will remain relatively regular, but CDA assigns work as needed to the worker types as needed, to any of the locations covered under this Contract. The Contractor's workers must be constant and dynamic. In other words, except for scheduled breaks, custodial and window cleaning services will be provided continuously without downtime throughout each shift. Unless the task is specified to be periodic – such as carpet cleaning or stripping and finishing (waxing) floors – it must be performed repeatedly throughout the man-hours assigned at each site, as determined within reason by the authorized representative of CDA.

The Contractor must provide such equipment for recording worker attendance (i.e., the installation of punch time clocks or computerized swipe systems at reasonably located areas), and have the capability to produce payroll attendance reports. The Contractor must provide such attendance reports with each invoice. In addition, CDA has installed an alternative method for recording worker attendance (e.g., computerized swipe systems Terminals 1 and 3-basement) whereby Contractor's employees will use their CDA identification badges to swipe in and out.

The Contractor must provide complete and accurate time sheets for each worker. Time sheets must accompany each invoice and must correlate to the attendance records (as described above).

As part of its Operational Plan, the Contractor must provide all necessary personnel to perform the Services and provide qualified replacement personnel if necessary. The Contractor will provide on-site management coverage 365 days per year / 24 hours per day / 7 days per week including afternoons, nights, weekends (Saturday-Sunday), and holidays. Management staff must also be available on an on-call basis 365 days per year / 24 hours per day / 7 days per week. The Operational Plan will reflect this extended management coverage. In the absence of a scheduled manager, the Contractor will provide CDA the name of the manager who will take the place of the absent manager. At a minimum 80% of the contractor's workforce must be full time employees by the standard definition. The Staffing Plan must detail the number of personnel, titles, and shifts/hours of operation which the Contractor will implement and use in the provisions of the required services and must be adjusted annually based on any existing or expected changes in Enplanements. The staff must include general management, supervisors, custodial and window washing positions.

All Key Personnel and the Operational Plans must be approved by CDA upon the award and prior to the start of the Contract. The Contractor must provide Key Personnel staffing of appropriate gender in order to conduct inspections of Men's and Women's Restrooms on all shifts. CDA may, at will, disapprove the use of certain personnel on the Contract or require that certain personnel be replaced or reassigned to a different task or area.

In addition, Contractor shall:

a. Provide a staffing plan that sufficiently meets the performance requirements required to perform the Services;

b. Provide a table of tasks and frequencies;
c. Provide on-site Operational Project Manager, and Shift Supervisors who are dedicated to the Services on a full-time basis;

d. Provide Supervisors and Managers that proficiently read, write, and speak English. All new-hire custodial staff, after initial hiring of any staff who are transferring from the prior contractor at commencement of the Contract, shall be able to converse in English for business purposes;

e. Replace any personnel including but not limited to management and supervision that CDA does not approve of within 30 days from notification;

f. Provide and maintain adequate full time and backup supervision that are equally qualified in all respects to assume the responsibilities of supervision in the event of absenteeism;

g. Provide and maintain adequate full time and backup crew members that are equally qualified in all respects to assume the responsibilities of crew members in the event of absenteeism;

h. Schedule Supervisors and custodial staff in three daily work shifts:

   1st shift: 6:00 am to 2:30 pm
   2nd shift: 2:00 pm to 10:30 pm
   3rd shift: 10:00 pm to 6:30 am;

i. Provide a schedule that varies break times and lunch times so that only half of the shift is at lunch at any one time;

j. Ensure that staff on break is not in the Terminal seating areas or in public view; and

k. Have all personnel properly trained, knowledgeable, and having the ability and authority to respond to or be assigned to any custodial calls.

10) UNIFORMS

Contractor shall ensure that all staff is in uniform while rendering the Services. Uniforms shall consist of long or short sleeve polo or button-up shirts embroidered with company name, pants, and embroidered jackets. Uniforms issued to Landside staff shall be easily distinguishable from uniforms worn by Airside custodial workers/staff. Before issuing uniforms to staff, Contractor shall submit a description and image of the proposed uniform to CDA for approval. CDA, in its sole discretion, may request the Contractor to make any changes to the uniform and may require any additional elements as CDA deems appropriate.

11) TELEPHONE SERVICE

Contractor shall provide telephone numbers to CDA to contact a manager, supervisor, or staff members so that any issues related to the Services may be resolved. The contact(s) should be available 24 hours a day, 7 days a week, 365 days a year. Contractor shall also provide a phone number of a single mobile phone device to be carried by the “on-duty” shift supervisors at all times.

12) HAND HELD COMMUNICATION DEVICES

Contractor shall equip all “on-duty” custodial staff with hand held communication devices. Hand held communication devices shall be of sufficient range to allow the “on-duty” supervisor to communicate with “on-duty” custodial staff at all times. The hand held communication devices shall be capable of coordinating with any existing or future technology or electronic systems implemented by CDA. Contractor shall also supply additional batteries or supplemental battery accessories to be charged while hand held communication devices are in use.

13) SUPPLIES

Contractor shall be responsible to purchase, maintain, and supply dispensed consumable products and other supplies. Consumable products dispensed shall be defined as soap, paper towels, toilet paper, feminine hygiene products, toilet seat covers, trash can liners, cleaning products, rags, urinal cakes, urinal screens, urinal splash guards, carpet guards (Scotch Guard or equivalent), disinfectants, deodorizers, etc.

   a. All products shall be approved by CDA prior to use and at a minimum follow the Sustainability
Requirements;
b. Roll paper shall be of proper size to fit existing roll paper dispensers;
c. Tri-fold paper towels shall be the maximum size to fit existing dispensers properly;
d. Standard toilet seat covers;
e. Hand soap shall be mildly scented and be of similar viscosity as the existing soap;
f. Feminine hygiene products shall be of proper size to be dispensed and RESPONDENT shall be responsible for maintaining the machines and be able to collect the money from the coin boxes;
g. Other supplies to be provided by Contractor, including but not limited to:
   i. Anti-bacterial soaps
   ii. Buffing pads
   iii. Carpet cleaners
   iv. Deodorizers
   v. Disinfectants
   vi. Emulsifiers
   vii. Floor cleaners
   viii. Glass cleaners
   ix. Graffiti removal cleaners
   x. Gum removers
   xi. Large trash can liners
   xii. Large recycling can liners, colored blue
   xiii. Marble cleaners
   xiv. Metal cleaners
   xv. Pathogen neutralizers
   xvi. Powdered cleansers
   xvii. Scrubbing pads
   xviii. Small trash can liners
   xix. Small recycling can liners, colored blue
   xx. Soaps
   xxi. Spot removers
   xxii. Stain removers
   xxiii. Waxes

14) EQUIPMENT

In addition to the requirements set forth in Attachment 1-H, Contractor shall be responsible to provide and maintain adequate supply on hand of equipment necessary to perform custodial service, including but not limited to:
   a. Brooms
   b. Dust mops
   c. Dusters
   d. Carpet extractors
   e. High pressure washers
   f. Hoses
   g. Ladders
   h. Lifts
   i. Mop buckets
   j. Mop ringers
   k. Mops
   l. Pile lifters
   m. Power escalator sweepers
   n. Rags
   o. Scaffolding
   p. Scouring pads
q. Scrub brushes  
r. Sponges  
s. Squeegees  
t. Vacuums  
u. Vehicles

15) QUALITY ASSURANCE AND MINIMUM PERFORMANCE STANDARDS

Contractor shall perform the Services with that degree of skill and care required to satisfactorily meet the requirements as set forth herein and in Attachment 1-J. The Contractor will, at all times, act in the best interests of the City and CDA. In addition to the rights and remedies stated herein, the City may, in the event of any deficient performance and in its sole discretion, assess a deduction against Contractor without foregoing the City’s rights available under this Agreement, in equity or in law, pursuant to Attachment 2-C to Exhibit 2 of the Agreement.

The City may apply surveillance methods to determine Contractor compliance. These include, but are not limited to: routine inspection(s), random sampling without extrapolated deductions, and planned sampling, incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions will be taken for all observed defects.

In the event of unsatisfactory, deficient, or non-performed Services, the City may:

a. Give Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing Scheduled Deductions. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The City may specify, as provided for below, that Scheduled Deductions can be assessed against Contractor. Such Scheduled Deductions are to compensate the City for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

b. At its option, allow Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to The City. Corrective action must be completed within 24 hours of notice. The original inspection results of Contractor’s work will not be modified upon re-inspection. However, Contractor will be paid for satisfactorily re-performing any Services.

c. Deduct from Contractor’s invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Basis of Deductions or provided by other provisions of the Contract, unless Contractor is required to re-perform and satisfactorily complete the work. The City may, in the event of any deficient performance and in its sole discretion, deduct any amounts due to Contractor as set forth pursuant to Attachment 2-C to Exhibit 2 of the Agreement. The Parties agree that such deduction shall be deemed a penalty and not liquidated damages and further, the City does not forego other rights available under this Agreement, in equity or in law.

d. At its option, perform the work by The City personnel or by other means. The City will reduce the amount of payment to Contractor, by the amount paid to any The City personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the schedule will be used as the basis for the deduction.

e. Re-performance by Contractor does not waive the City’s right to terminate for nonperformance and all other remedies for default as may be provided by law.

16) WORK ORDER SYSTEM AND IMPLEMENTATION

Contractor is expected to provide, as part of its general administrative and management services, a professional computerized system for tracking work orders/dispatching workers either generally or for
special requests, e.g. unscheduled as-needed cleaning (see “Hand Held Communication Devices” referenced above), but initial implementation may be budgeted separately.

However, CDA desires a unified system. At the direction of the CDA, Contractor shall implement any specific technology as deemed appropriate in performance of these Services. Additionally, Contractor may be directed by the CDA to collaborate with the vendor performing similar services in the Airside (Secured) areas of work to ensure compatibility and feasibility of technology on the Landside (Non-Secured) areas of work, and/or with another vendor tasked with implementing various technology solutions for CDA. These items may also be budgeted separately.

17) ADDITIONAL SERVICES REQUEST

Contractor may be requested by the CDA to provide additional services related to the Scope of Services herein, not otherwise covered under the Annual Budget. These services may include activities due to unanticipated conditions due to construction activities, special deep cleaning of various areas, adding unanticipated additional areas or responsibilities, or implementation of specific technology for tracking and/or support of the Services that may be initiated by CDA. E.g. Contractor may be directed by the CDA to collaborate with the vendor performing custodial services in the Airside (Secured) areas of work to ensure compatibility and feasibility of support technology on the Landside (Non-Secured) areas of work; if that implementation entails effort unanticipated at the time of budgeting such as acquiring technology hardware or securing software licenses, CDA will consider necessary adjustments to the annual budget.

Contractor will provide a proposal and cost estimate for such additional services for approval by the City, and adjustment to the budget if necessary, before performing the additional services. If so directed by the CDA, the Contractor will perform the proposed services without the need for a written amendment to this Agreement. Generally, a written amendment will be required where performance of a service would require a change to the Scope of Services, or an increase in authorized funding, or an extension to the term of this Agreement. However, work on additional services must not begin without written authorization.

A proposal for additional services must include the following:

a. A detailed scope of services or work including, if applicable, completion date(s), work hours, and compensation;

b. If goods or services from third parties are to be provided, sufficient documentation that Contractor has solicited pricing from at least three sources (in the event Contractor is unable to solicit multiple proposals, Contractor shall submit sufficient documentation to the CDA justifying waiver of this requirement);

c. Documentation of good-faith efforts to solicit MBE and WBE contractors suppliers and compliance with Exhibit 3: MBE & WBE Special Conditions For Target Market;

d. Any other information and documentation requested by the CDA.
<table>
<thead>
<tr>
<th>TERMINAL 1</th>
<th>Sq. Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Level</td>
<td>84</td>
</tr>
<tr>
<td>Upper Level</td>
<td>312</td>
</tr>
<tr>
<td>TERMINAL 2</td>
<td>Sq. Footage</td>
</tr>
<tr>
<td>Lower Level</td>
<td>2,426</td>
</tr>
<tr>
<td>Upper Level</td>
<td>72</td>
</tr>
<tr>
<td>Mezzanine</td>
<td>116</td>
</tr>
<tr>
<td>TERMINAL 3</td>
<td>Sq. Footage</td>
</tr>
<tr>
<td>Basement</td>
<td>1,485</td>
</tr>
<tr>
<td>CTA TUNNEL</td>
<td>Sq. Footage</td>
</tr>
<tr>
<td>Basement</td>
<td>689</td>
</tr>
<tr>
<td>ALL LANDSIDE</td>
<td>Sq. Footage</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>5,184</td>
</tr>
</tbody>
</table>
Request for Proposal for Landside (Non-Secure) Custodial Services at O’Hare International Airport
Specification No. 1187829
Attachment 1-A to Exhibit 1: Landside Custodial Support Space
Page 1A-2
## ATTACHMENT 1-B TO EXHIBIT 1
### LANDSIDE PUBLIC AREAS

<table>
<thead>
<tr>
<th>TERMINAL 1</th>
<th>Sq. Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Level</td>
<td>35,197</td>
</tr>
<tr>
<td>Upper Level</td>
<td>25,857</td>
</tr>
<tr>
<td>Mezzanine</td>
<td>4,163</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TERMINAL 2</th>
<th>Sq. Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Level</td>
<td>39,974</td>
</tr>
<tr>
<td>Upper Level</td>
<td>29,380</td>
</tr>
<tr>
<td>Mezzanine</td>
<td>10,641</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TERMINAL 3</th>
<th>Sq. Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Level</td>
<td>63,259</td>
</tr>
<tr>
<td>Upper Level</td>
<td>42,231</td>
</tr>
<tr>
<td>Mezzanine</td>
<td>18,845</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ALL LANDSIDE</th>
<th>Sq. Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRAND TOTAL</td>
<td>269,547</td>
</tr>
</tbody>
</table>
Target Market Request for Proposal for Landside (Non-Secure) Custodial Services at O'Hare International Airport
Specification No. 1187829
Attachment 1-B to Exhibit 1: Public Areas
Page 1B-2
## ATTACHMENT 1-C TO EXHIBIT 1
LANDSIDE PUBLIC RESTROOMS

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>SQUARE FEET (APPROXIMATE)</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MALE</td>
</tr>
<tr>
<td>Terminal 1: Lower Level</td>
<td>1,451</td>
<td>1</td>
</tr>
<tr>
<td>Terminal 1: Upper Level</td>
<td>1,914</td>
<td>2</td>
</tr>
<tr>
<td>Terminal 2: Lower Level</td>
<td>1,091</td>
<td>1</td>
</tr>
<tr>
<td>Terminal 2: Upper Level</td>
<td>988</td>
<td>1</td>
</tr>
<tr>
<td>Terminal 3: Lower Level</td>
<td>2,038</td>
<td>2</td>
</tr>
<tr>
<td>Terminal 3: Upper Level</td>
<td>2,744</td>
<td>3</td>
</tr>
<tr>
<td>CTA Tunnel: Lower Level</td>
<td>4,614</td>
<td>2</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>14,840</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>
The Chicago Department of Aviation (CDA) is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual (“SAM”) is an integral part of Chicago's ongoing efforts toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants.

The purpose of the SAM is to integrate airport-specific sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To achieve greater success, the SAM should be considered in every aspect of a project and daily activities. The SAM is available at [www.airportsgoinggreen.org/SAM](http://www.airportsgoinggreen.org/SAM).

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Contractor.

**Sustainability: Administrative**

For purposes of this contract, the following SAM sustainability requirements apply to all Contractor Administrative Work associated with this contract, both on- and off-site:

**SAM 2.0 Reference**

<table>
<thead>
<tr>
<th>AP1</th>
<th>Green Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Meeting Practices guide meeting hosts, planners and attendees toward more eco-friendly meetings and incorporate environmental considerations into planning and conducting meetings in order to minimize the negative impact on the environment. Whenever applicable, Contractor must follow the green meeting practices outlined in SAM, or existing corporate sustainability policy, whichever is more stringent.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AP2</th>
<th>Document Reduction and Recycling Initiative (DRRI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The DRRI is intended to reduce the volume of paper used and facilitate the recycling of documents. Contractor must implement the DRRI, which has the following main objectives in the context of the work under this specification: 1) Identify and issue only essential paper copies, 2) Provide a simple, yet effective means for recycling documents.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AP3</th>
<th>Corporate Sustainability Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keeping with the spirit and intent of the SAM, Contractor working in support of CDA on this project must establish and adopt its own corporate policy on sustainable practices within 60 days of contract execution. Contractor is also required to identify and maintain an &quot;Environmental Liaison&quot; to facilitate the dissemination of environmental information within the workplace and create a link with CDA staff for environmental issues.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AP5</th>
<th>Recycled Content Paper</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intended to reduce the need for virgin materials, energy, and waste associated with the production of paper by promoting the use of recycled content paper. Contractor is required to purchase and utilize print/copy paper</td>
<td></td>
</tr>
</tbody>
</table>
that is chlorine-bleach free.
AND
For all office paper purchased for routine daily business administration and operations, minimum 30% recycled content is required.

**Storage and Collection of Recyclables**
If administrative space is assigned and designated by CDA for Contractor use, Contractor must utilize dedicated area or areas that serve for the collection and storage of materials for recycling, including paper, corrugated cardboard, glass, plastics and metals. When CDA implements a composting program, an area must also be dedicated to collection and storage of compostable food waste for the Contractor.

**Sustainability: Custodial**
For purposes of this contract, the following sustainability requirements apply to all Contractor custodial Work:

**Equipment Maintenance**
In order to minimize the environmental impact of construction and maintenance equipment and associated maintenance activities, Contractor must follow the requirements of the CDA’s Best Management Practices (BMP) Manual.

**Green Cleaning: Sustainable Cleaning Equipment**
Intended to reduce the exposure of occupants and maintenance personnel to potentially hazardous chemical, biological, and particulate contaminants, which adversely affect air quality, human health, and the environment. Contractor is required to implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:

- If any new equipment is purchased by the Contractor for provision of services under this contract, and Energy Star rated equipment is available that will provide the performance required for services, Contractor must purchase the Energy Star rated equipment. This requirement does not apply to any existing equipment. Vacuum cleaners are certified by the Carpet and Rug Institute “Green Label” Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.
  - Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
  - Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
  - Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids.
  - Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue.
Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

Contractor must maintain a log for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use, for review by CDA as requested.

**Implement Employee Sustainability Training Program**
In keeping with the spirit and intent of the SAM, Contractor must establish, adopt and implement their own employee sustainability training program within 60 days of contract execution.

**Staff Training**
To support and encourage the operations, maintenance, upgrade, and project team integration for implementation of sustainability requirements, at least one principal participant of the project team must be LEED-credentialed or become LEED-credentialed within 180 days of contract execution.

**Reduction of Plastic Waste: Biodegradable Trash Bags**
Intended to reduce the amount of plastic that is sold and ultimately disposed within the terminals. Contractor is required to use only biodegradable trash bags that, once at a landfill, break down at a faster rate than traditional trash bags.

**Green Procurement Policy**
Intended to reduce the environmental impact of products and services by developing a Green Purchasing Program. Contractor is required to purchase supplies, materials, equipment, and other products meeting or exceeding the minimum requirements of the Green Product Listing below, if such items are reasonably available that meet applicable OSHA, CDC, or similar public health requirements. Additionally, the quaternary-based cleaner and disinfectant to be used for Preventive Maintenance Program/Deep Cleaning of the Hygienic Toilet Seats is not required to meet the minimum requirements of the Green Product Listing. However, if a quaternary-based cleaner or disinfectant is available, or becomes available, that meets the minimum requirements of the Green Product Listing and also meets the requirements for Preventative Maintenance Program/Deep Cleaning of the Hygienic Toilet Seats, Contractor is strongly encouraged to use that product.
### Green Product Listing (SAM 2.0 Reference AP-A)

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Type</th>
<th>Content Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cleaning Products</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adhesive and Mastic Removers</td>
<td>---</td>
<td>58% minimum biobased content</td>
</tr>
<tr>
<td>Bathroom and Spa Cleaners</td>
<td>---</td>
<td>74% minimum biobased content</td>
</tr>
<tr>
<td>Carpet and Upholstery Cleaners - General Purpose</td>
<td>---</td>
<td>54% minimum biobased content</td>
</tr>
<tr>
<td>Carpet and Upholstery Cleaners - Spot Removers</td>
<td>---</td>
<td>7% minimum biobased content</td>
</tr>
<tr>
<td>Dust Suppressants</td>
<td>---</td>
<td>85% minimum biobased content</td>
</tr>
<tr>
<td>Floor Stripper</td>
<td>---</td>
<td>78% minimum biobased content</td>
</tr>
<tr>
<td>Glass Cleaners</td>
<td>---</td>
<td>49% minimum biobased content</td>
</tr>
<tr>
<td>Graffiti and Grease Removers</td>
<td>---</td>
<td>34% minimum biobased content</td>
</tr>
<tr>
<td>Hand Cleaners</td>
<td>---</td>
<td>64% minimum biobased content</td>
</tr>
<tr>
<td>Hand Sanitizers</td>
<td>---</td>
<td>73% minimum biobased content</td>
</tr>
<tr>
<td>Household Cleaners, General Purpose</td>
<td>---</td>
<td>39% minimum biobased content</td>
</tr>
<tr>
<td>Industrial Cleaners</td>
<td>---</td>
<td>41% minimum biobased content</td>
</tr>
<tr>
<td>Laundry Products - General Purpose</td>
<td>---</td>
<td>34% minimum biobased content</td>
</tr>
<tr>
<td>Laundry Products - Pretreatment/ Spot Removers</td>
<td>---</td>
<td>46% minimum biobased content</td>
</tr>
<tr>
<td>Multipurpose cleaners</td>
<td>---</td>
<td>56% minimum biobased content</td>
</tr>
<tr>
<td>Sorbents</td>
<td>---</td>
<td>89% minimum biobased content</td>
</tr>
<tr>
<td><strong>Paper and Plastic Janitorial Supplies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathroom tissue</td>
<td>---</td>
<td>20-100% recovered fiber, including 20-60% postconsumer fiber</td>
</tr>
<tr>
<td>Facial tissue</td>
<td>---</td>
<td>10-100% recovered fiber, including 10-15% postconsumer fiber</td>
</tr>
<tr>
<td>General purpose industrial wipers</td>
<td>---</td>
<td>40-100% recovered fiber, including 40% postconsumer fiber</td>
</tr>
<tr>
<td>Paper towels</td>
<td>---</td>
<td>40-100% recovered fiber, including 40-60% postconsumer fiber</td>
</tr>
<tr>
<td>Plastic trash bags</td>
<td>---</td>
<td>10-100% postconsumer plastic</td>
</tr>
<tr>
<td><strong>Industrial Cleaners</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All</td>
<td>---</td>
<td>41% minimum biobased content</td>
</tr>
</tbody>
</table>
Sustainability: CDA & Tenant Assistance

At the discretion of CDA, the CONTRACTOR may be required to provide assistance directly to CDA and/or its tenants in the following areas. See SAM for additional details (www.airportsgoinggreen.org/SAM):

Solid Waste Management: Waste Stream Audit
During the term of this contract, CDA may wish to conduct a waste stream audit (conducted under separate contract), and CONTRACTOR may be asked to participate in completing CDA-provided forms addressing, for example, the number of trash/recycling pulls conducted by CONTRACTOR in a given week within the terminal(s).

Community Education
From time to time, CDA may request CONTRACTOR for information and assistance in promoting awareness of CDA Divisions and tenant environmental and sustainability initiatives.

Sustainability: Encouraged Activities

During the period of this Contract, the following CONTRACTOR activities are encouraged. See SAM for additional details (www.airportsgoinggreen.org/SAM):

Source Reduction and Repurposing of goods
CONTRACTOR is encouraged to change the purchase or use of material and products to reduce the amount of waste that is disposed of at landfills. This may include buying materials in concentrate, bulk, or products with reduced packaging or selecting supply chains that include “take-back” programs or provisions. CONTRACTOR is encouraged to find appropriate opportunities for reuse of materials, equipment and products to reduce demand for virgin materials and reduce waste, thereby lessening impacts associated with the extraction and processing of virgin resources.

Reduction of Plastic Waste: Plastic Bottles
CONTRACTOR is encouraged to use reusable containers or biodegradable bottles in place of single-use plastic bottles to reduce the amount of waste generated.

Alternative Commuting Transportation for Employees, SAM 2.0 Reference: OM1.8
CONTRACTOR is encouraged to promote the use of commuting by alternative transportation in order to reduce pollution and land development impacts from conventional automobile use for commuting trips.

Innovation in Operations & Maintenance, SAM 2.0 Reference: OM6.0
The CDA believes that in many cases, CONTRACTORs may know best how to enhance sustainability of their own activities and operations. Therefore, the CDA encourages innovation within the CONTRACTOR team to routinely review, identify and implement new ideas, purchasing policies and actions to improve overall sustainability.
DOCUMENTATION (SAM 2.0 Reference, OM8.1)

Documenting Sustainable Measures

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the CONTRACTOR to ensure that the requirements included herein are implemented and to review progress with the CONTRACTOR regarding data collection and reporting requirements. Annually on the contract anniversary date, CONTRACTOR is required to document and report on their sustainability measures. CDA requires that the CONTRACTOR track these efforts over the life of the contract and provide CDA a comprehensive report documenting both successes and failures of pursuing the sustainability measures required and encouraged as part of this Contract. This report shall be submitted to the Commissioner of Aviation and copied to samdocs@cityofchicago.org.

SAM Rating System

In addition to any requirements included within the scope and agreement, all activities conducted within this Contract are subject to review and rating through the Operations & Maintenance Chapter of the SAM. CONTRACTORS are strongly encouraged to incorporate as many sustainable elements and practices into their efforts as possible. The SAM Operations & Maintenance Chapter is designed to certify the sustainability of ongoing building operations, operational and maintenance procedures, system upgrades, minor space-use changes, and minor facility alterations or additions, and training and educational programs. The SAM is available at: https://www.flychicago.com/community/environment/sam/Pages/default.aspx
ATTACHMENT 1-E TO EXHIBIT 1
CUSTODIAL CLEANING SPECIFICATIONS AND MINIMUM PERFORMANCE REQUIREMENTS

This list represents baseline, routine, custodial tasks, and their typically required frequency, by areas within the Terminals and other Facilities. These benchmarks (and schedules based on these guidelines) provide a useful gauge for estimating the scope and cost of providing requested standards, but the selected Contractor should bear in mind that they reflect an estimated minimum standard. It will be up to the selected Contractor to manage each task as needed to meet the Performance Requirements outlined in the Scope of Work and related Exhibits.

For purposes of these Cleaning Specifications, “clean” is defined as:

1. Free from dirt, dust, litter, stain, liquids or impurities, and
2. Free from foreign matter, pathogens, or pollution, and
3. Presence of appropriate surface gloss protection, unadulterated clean air and drinking water.

For purposes of these Cleaning Specifications, “continuous cleaning” is defined as the execution of cleaning tasks performed on an ongoing hourly basis, at minimum.

For purposes of these Cleaning Specifications, “as needed cleaning” is defined as the execution of cleaning tasks to achieve a clean (see above definition) environment, and to meet Minimum Performance Standards set forth in the Detailed Specifications, but on a daily basis at minimum.

ENTRY AND EXIT

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum all carpeted areas and matting</td>
<td>Daily</td>
</tr>
<tr>
<td>Vestibules – Terminals – detailed cleaning</td>
<td>Daily</td>
</tr>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
</tbody>
</table>

PUBLIC AREAS, AND CORRIDORS

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
<tr>
<td>Police litter</td>
<td>Continuous</td>
</tr>
<tr>
<td>Empty/clean trash/recycling receptacles</td>
<td>80% Full or Full Bags</td>
</tr>
<tr>
<td>Replace trash liners</td>
<td>Continuous</td>
</tr>
<tr>
<td>Spot clean building surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Spot clean furniture surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust mop or sweep</td>
<td>Daily</td>
</tr>
<tr>
<td>Damp mop non-carpeted floors</td>
<td>Daily</td>
</tr>
<tr>
<td>Spot mop</td>
<td>As needed</td>
</tr>
<tr>
<td>Clean windows</td>
<td>As needed</td>
</tr>
<tr>
<td>Clean/disinfect water fountains</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean/disinfect pay telephones</td>
<td>Daily</td>
</tr>
<tr>
<td>Terrazzo - clean floors</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean door glass and frames</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust windows within reach</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean walls and partitions – Terminal restrooms nightly</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean and disinfect telephones</td>
<td>Daily</td>
</tr>
<tr>
<td>Spot clean/wash signage and sign holders/stands</td>
<td>Daily</td>
</tr>
<tr>
<td>Police/clean stairwells</td>
<td>Daily</td>
</tr>
</tbody>
</table>
### PUBLIC SEATING AREA

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
<tr>
<td>Police litter</td>
<td>Continuous</td>
</tr>
<tr>
<td>Empty/clean trash/recycling receptacles</td>
<td>80% Full or Full Bags</td>
</tr>
<tr>
<td>Spot clean building surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust mop or sweep obvious soil</td>
<td>Daily</td>
</tr>
<tr>
<td>Spot mop</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust building surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Damp mop non-carpeted floors</td>
<td>Daily</td>
</tr>
<tr>
<td>Seating – Clean &amp; Disinfect</td>
<td>Daily</td>
</tr>
</tbody>
</table>

### OFFICES – WHERE APPLICABLE

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
<tr>
<td>Police Litter</td>
<td>Daily</td>
</tr>
<tr>
<td>Empty/clean trash/recycling receptacles</td>
<td>80% Full</td>
</tr>
<tr>
<td>Recycle office paper</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean writing boards</td>
<td>As needed</td>
</tr>
<tr>
<td>Clean erasers and writing board trays</td>
<td>As needed</td>
</tr>
<tr>
<td>Spot clean wall surfaces</td>
<td>As needed</td>
</tr>
<tr>
<td>Spot clean furniture surfaces</td>
<td>As needed</td>
</tr>
<tr>
<td>Remove carpet stains</td>
<td>As needed</td>
</tr>
<tr>
<td>Vacuum traffic lanes &amp; remove soil</td>
<td>Twice Weekly</td>
</tr>
<tr>
<td>Spot mop</td>
<td>As needed</td>
</tr>
<tr>
<td>Arrange furniture</td>
<td>As needed</td>
</tr>
<tr>
<td>Clean wall surfaces</td>
<td>As needed</td>
</tr>
<tr>
<td>Clean furniture surfaces</td>
<td>As needed</td>
</tr>
<tr>
<td>Vacuum completely</td>
<td>Weekly</td>
</tr>
<tr>
<td>Clean door glass and frames</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust windows within reach</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean and disinfect telephones</td>
<td>Daily</td>
</tr>
<tr>
<td>Police and clean Planters and Pots</td>
<td>Daily</td>
</tr>
<tr>
<td>Spot clean/wash floor mats</td>
<td>Daily</td>
</tr>
<tr>
<td>Police/clean stairwells</td>
<td>Daily</td>
</tr>
</tbody>
</table>

### FIXED TRANSPORTATION SYSTEMS (Escalators-Elevators-Moving Walkways)

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
<tr>
<td>Police litter</td>
<td>Daily</td>
</tr>
<tr>
<td>Door tracks and frames cleaned</td>
<td>Daily</td>
</tr>
<tr>
<td>Door tracks and frames polished</td>
<td>Daily</td>
</tr>
<tr>
<td>Light diffusers, side panels, base plates,</td>
<td>Daily</td>
</tr>
<tr>
<td>Tracks and thresholds cleaned</td>
<td></td>
</tr>
<tr>
<td>Escalators, Elevators, Moving Walkways including</td>
<td>Daily</td>
</tr>
<tr>
<td>Glass and balusters, cleaned</td>
<td></td>
</tr>
</tbody>
</table>

### CONFERENCE ROOMS

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
</table>
### Task and Frequency

**Remove graffiti and gum**  | Daily
---|---
**Police litter**  | Daily
**Empty/clean trash/recycling receptacles**  | 80% Full
**Clean writing boards**  | As needed
**Clean erasures and writing board trays**  | As needed
**Spot clean wall surfaces**  | As needed
**Spot clean furniture surfaces**  | As needed
**Remove carpet stains**  | As needed
**Vacuum traffic lanes & remove soil**  | Twice Weekly
**Spot mop**  | Daily
**Dust building surfaces**  | Weekly
**Dust furniture surfaces**  | Weekly
**Vacuum completely**  | Weekly
**Dust mop non-carpeted floors**  | Weekly

### STAIRWAYS

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
<tr>
<td>Police litter</td>
<td>Daily</td>
</tr>
<tr>
<td>Spot clean building surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Damp mop stairs and landings</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust mop or sweep</td>
<td>Daily</td>
</tr>
<tr>
<td>Hand rails/banisters – clean</td>
<td>Weekly</td>
</tr>
</tbody>
</table>

### STORAGE AREAS

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>As needed</td>
</tr>
<tr>
<td>Police litter</td>
<td>As needed</td>
</tr>
<tr>
<td>Empty/clean trash receptacles</td>
<td>As needed</td>
</tr>
<tr>
<td>Replace trash liners</td>
<td>As needed</td>
</tr>
<tr>
<td>Dust mop or sweep obvious soil</td>
<td>As needed</td>
</tr>
<tr>
<td>Spot mop</td>
<td>Weekly</td>
</tr>
<tr>
<td>Dust mop or sweep</td>
<td>As needed</td>
</tr>
<tr>
<td>Damp mop non-carpeted floors</td>
<td>As needed</td>
</tr>
</tbody>
</table>

### RESTROOM FACILITIES

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Continuous</td>
</tr>
<tr>
<td>Police litter</td>
<td>Continuous</td>
</tr>
<tr>
<td>Empty/clean trash receptacles</td>
<td>80% Full</td>
</tr>
<tr>
<td>Replace trash liners</td>
<td>Continuous</td>
</tr>
<tr>
<td>Spot clean building surfaces</td>
<td>Continuous</td>
</tr>
<tr>
<td>Spot clean mirrors, counters, dispensers, partitions and fixtures</td>
<td>Continuous</td>
</tr>
<tr>
<td>Spot clean furniture surfaces</td>
<td>Continuous</td>
</tr>
<tr>
<td>Dust mop or sweep</td>
<td>Continuous</td>
</tr>
<tr>
<td>Damp mop</td>
<td>Continuous</td>
</tr>
<tr>
<td>Dust building surfaces</td>
<td>Continuous</td>
</tr>
<tr>
<td>Dust and clean windows within reach</td>
<td>Daily</td>
</tr>
</tbody>
</table>
Clean and disinfect fixtures and counters: Continuous
Clean and disinfect baby changing stations: Continuous
Refill dispensers: Continuous
Disinfect all surfaces: Continuous
Disinfect toilets and urinals: Continuous
Wet clean and disinfect floors: Daily
Clean and flush floor drains: Weekly
Replenish supplies and dispensers: Continuous
Terrazzo - clean floors: Daily
Clean walls and partitions – Terminal restrooms: Weekly
Spot clean walls and partitions: Continuous

**NEWS PAPER STANDS IN TERMINALS**

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean &amp; Polish</td>
<td>Nightly</td>
</tr>
</tbody>
</table>

**CUSTODIAL CLOSETS**

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
<tr>
<td>Police litter</td>
<td>Daily</td>
</tr>
<tr>
<td>Spot clean surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust mop or sweep</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean and disinfect fixtures</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean building surfaces</td>
<td>Weekly</td>
</tr>
<tr>
<td>Damp mop floors</td>
<td>Weekly</td>
</tr>
</tbody>
</table>

**ELEVATORS**

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove graffiti and gum</td>
<td>Daily</td>
</tr>
<tr>
<td>Police litter</td>
<td>Continuous</td>
</tr>
<tr>
<td>Spot clean surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust mop or sweep</td>
<td>Daily</td>
</tr>
<tr>
<td>Remove carpet stains</td>
<td>As needed</td>
</tr>
<tr>
<td>Dust surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean Elevator Door tracks</td>
<td>Daily</td>
</tr>
<tr>
<td>Clean floor mats</td>
<td>Daily</td>
</tr>
<tr>
<td>Damp mop non-carpeted floors</td>
<td>Daily</td>
</tr>
<tr>
<td>Vacuum completely</td>
<td>Twice weekly</td>
</tr>
</tbody>
</table>

**LOCKER ROOMS**

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police litter</td>
<td>Daily</td>
</tr>
<tr>
<td>Empty/clean trash receptacles</td>
<td>80% Full</td>
</tr>
<tr>
<td>Replace trash liners</td>
<td>As needed</td>
</tr>
<tr>
<td>Spot clean furniture surfaces</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust mop or sweep</td>
<td>Daily</td>
</tr>
<tr>
<td>Dust furniture surfaces</td>
<td>Weekly</td>
</tr>
<tr>
<td>Damp mop non-carpeted floors</td>
<td>Daily</td>
</tr>
<tr>
<td>Deep scrub Terrazzo - clean floors</td>
<td>Monthly</td>
</tr>
</tbody>
</table>
## PROJECT WORK

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpet Shampooing – “Bonnet Method”</td>
<td>As Needed</td>
</tr>
<tr>
<td>Carpet Shampooing – “Extraction Method”</td>
<td>As Needed</td>
</tr>
<tr>
<td>Machine Scrub Floors</td>
<td>Daily</td>
</tr>
<tr>
<td>Recondition Finished Floors</td>
<td>Monthly</td>
</tr>
<tr>
<td>Blinds</td>
<td>As Needed</td>
</tr>
<tr>
<td>Wall Washing</td>
<td>Monthly</td>
</tr>
<tr>
<td>Furniture Cleaning</td>
<td>Monthly</td>
</tr>
<tr>
<td>Exterior Surfaces – Terminal Walls</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>
MINIMUM PERFORMANCE REQUIREMENTS

1) Breakrooms: Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets, (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior of trash receptacles and paper towel dispensers.

2) Bright Work (Stainless Steel, Chrome, Brass): All cleaned metal surfaces must be free from deposits or tarnish. These items must have a uniformly bright appearance, free from spots, smudges and streaks. Cleaning agents must be removed from all adjacent surfaces.

3) Carpet: The Contractor must provide a carpet maintenance schedule in Contractor’s Operations Plan in accordance with cleaning standards and cleaning frequencies identified herein. As an end result of all carpet cleaning procedures, all carpet fibers must be free of dust, dirt soil, gum, cleaning agents, and removable stains. All cleaning solutions must be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed.

4) The Contractor is responsible for moving and replacing all waste receptacles and non-stationary items in the area to be cleaned. All stanchions must be moved and placed back in the same configuration as before work began. The Contractor must strain all water emptied from machines prior to water being poured down any sink drain. The Contractor must not remove any floor drains in any sink. The Contractor may incur charges if carpet fibers are the cause of any clogged drains.

5) Vacuuming: Vacuum to remove all visible debris. Vacuuming must be completed at a frequency that protects the integrity of the carpet and prolong wear.

6) Spot Cleaning: Proper spot cleaning techniques must be observed to maintain the appearance of the carpet.

7) Extraction:
   a. The approved method for cleaning of carpeted areas are as follows:
      i. Removal of all large debris
      ii. Vacuum areas
      iii. Pre-spray area to be cleaned with properly diluted cleaning solution
      iv. Extract with water only
      v. Place floor fans to assist with drying time

8) Conference/Meeting Rooms:
   a. Waste receptacles must be emptied and spot cleaned. Liners must be replaced as required. Recycling containers must be emptied daily.
   b. Non-carpeted floors must be swept/dust and mopped. Carpeted floors must be vacuumed. All carpets must be spot cleaned to remove stains, deposits, gum, and spills.
   c. All shelves, counters, cabinets and cases must be free of accumulated dust and debris. All tables, desks, counters, chairs and chair legs must be wiped clean. All hard surface walls must be spot cleaned to remove fingerprints, dust and soil.
   d. Occupant’s work items must remain as found and not manipulated.
   e. Custodial staff shall provide room setups for scheduled meetings. Rooms must be prepared prior to scheduled meetings and serviced after each meeting.

9) Curb Areas, Sidewalks, Garage, and Stairwells: All exterior curb, sidewalk, garage, and stairwell areas must be maintained free of all debris and cobwebs. Concrete, curb, sidewalk, and crosswalk areas must be swept of all dirt/dust. Litter, cigarette butts and debris, including all surrounding areas must be picked up.
10) Waste and recycle receptacles must be maintained per waste receptacle cleaning standards. Sift out cigarette butts from ashtray sand containers, clean ashtray containers, and pick up all debris in smoking areas. Remove all chewing gum and embedded soiling. All sidewalk gutters must be cleaned and free of dust and debris. All counter tops and waste/recycle cans must be wiped down.

11) Dusting: All surfaces up to ten feet must be dusted. All sensitive and electronic surfaces shall be avoided.

12) Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, switches, buttons, controls and equipment shall have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors must be maintained according to standards for carpet and/or hard surface materials. Bright work shall be maintained in accordance with standards listed herein. All adjacent areas must be free of residue and spotting following cleaning procedures. Elevators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.

13) Entrance Areas: All entrance areas must be maintained clean and litter-free. Outside debris must be swept and placed in the trash. Outside debris must not be placed in planters or driveway. Gum and spills must be removed daily. Doors and doorframes must be spot cleaned.

14) Escalators, Moving Walkways, and Adjacent Areas: See Attachment 1-G.

15) Glass Cleaning: Glass is clean when all glass surfaces are without streaks, film, deposits, and have a uniform appearance. Dark or tinted glass shall be included in cleaning service.

16) Graffiti Removal: Graffiti must be removed from surfaces. Care must be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered and/or reported.

17) Hard Floors: The Contractor must provide a hard floor maintenance schedule in Contractor’s Operations Plan in accordance with the cleaning standards and cleaning frequencies stated. The end result of all hard floor cleaning procedures is to leave the surface free of all foreign matter. It is the Contractor’s responsibility to ensure this requirement is met.

All cleaning solutions must be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Hard floors must be maintained in such a manner as to promote longevity and remains in a clean, orderly and safe condition.

Care must be taken to avoid damaging any hard floor surfaces, irrespective of the method of cleaning technique employed. The Contractor is responsible for moving and replacing all waste receptacles and non-stationary items in the area to be cleaned.

18) All stanchions must be moved and placed back in the same configuration as before work began. Floor must be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor.

19) Sweeping: All hard floors must be swept each night. This includes sweeping under all furniture, behind plants, machines, and waste receptacles.

20) Damp Mopping: All hard floors must be damp mopped each night. No standing water must be allowed to remain on the floor.

21) Auto Scrubbing: When using an auto scrubber, time must be considered for detail mopping of corners, edges, around furniture, plants, and picking up any water left behind from the machine.
22) Scrubbing: Scrubbing is satisfactorily performed when the surface has a uniformly clean appearance. Method used must be sufficient to clean all grout and/or uneven floor surfaces. A plain water rinse must follow the scrubbing process immediately.

23) Floor Finish Removal (Stripping): Floor finish removal is accomplished when all old finish has been removed and has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately. Care must be taken to clean window ledges, mullions, base boards, and other adjacent areas.

24) Finished Floor (Application): New floor finish must be applied per product manufacturers specifications.

25) Buffing of Finished Floor Surfaces: Floors must be burnished as needed to sufficiently maintain maximum gloss.

26) Office and Administrative Areas: Waste receptacles must be emptied, spot cleaned and liners replaced as required. Recycling containers must be emptied daily. Non-carpeted floors must be swept/dust mopped. All carpeted floors must be vacuumed and spot cleaned. Stains, deposits, gum, and spills must be removed. All shelves, counters, cabinets and cases must be free of accumulated dust and debris. All tables, desks, counters, chairs and chair legs. Contractor must ensure spot cleaning of all hard surface walls removing fingerprints, dust and soil. Contractor must ensure all work areas with regards to occupant’s personal effects and work items are not tampered.

27) Plumbing Fixtures, and Dispenser Cleaning: Contractor must ensure plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers when clean are free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance. Care must be taken to ensure cleaning chemicals do not harm, dull or damage chrome finishes and do not scratch porcelain fixtures.

28) Pressure Washing: Pressure washing areas must be swept of loose debris before pressure washing begins. The Contractor must ensure that no applied cleaning solution enters the storm drain system of the airport. The Contractor must provide a sufficient number of barricades, traffic cones and slip hazard signs for each area being pressure washed to adequately protect public and/or passersby. The process used by the Contractor must leave the area clean and free of stains. All embedded materials including chewing gum must be removed. All benches, garbage containers, and glass located within any cleaning area must be cleaned. All areas adjacent to the work areas must remain clean and spot-free following service.

29) Restrooms: The Contractor must ensure all restroom fixtures, faucets, countertops, shelving, partitions, mirrors, wall surfaces, urinals, toilets, toilet basins, toilet seats, toilet handles, and other touchable surfaces are cleaned and sanitized.

30) Contractor must ensure baby changing stations, and adult changing stations are cleaned and sanitized. Contractor must ensure all dispensers are filled with supplies. Contractor must ensure all trash and other waste material are emptied.

31) Wall Washing: Contractor must ensure all walls, ceilings, exposed pipes and equipment have a uniformly clean appearance, be free from dirt, stains, streaks, lint and cleaning marks after being cleaned.

32) Waste Receptacles: Waste receptacles must be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Liners must be replaced at each emptying of the receptacle. Periodically, all receptacles must be thoroughly cleaned, inside and out as needed with germicidal detergent. Contact ADR to replace damaged waste receptacle inserts.
ATTACHMENT 1-F TO EXHIBIT 1
HIGH VOLUME RESTROOMS

High Volume Restrooms greater than average usage by passengers.

<table>
<thead>
<tr>
<th>Terminal 1</th>
<th>Restroom ID</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-1 Lower Level</td>
<td>RRM121L01</td>
<td>Male</td>
</tr>
<tr>
<td>T-1 Lower Level</td>
<td>RRW121L01</td>
<td>Female</td>
</tr>
</tbody>
</table>

2 Total in Terminal 1
ATTACHMENT 1-G TO EXHIBIT 1

ESCALATOR AND MOVING WALKWAY CLEANING SPECIFICATIONS

The Contractor will clean the escalator treads and risers as well as moving walk pallet treads (moving walkways) as directed by CDA. Each piece of equipment will be cleaned two (2) times per year. This schedule is subject to change at CDA’s request.

CDA Step Cleaning Criteria

1. Contractor will provide cleaning equipment that must be of the type to clean both treads and risers on the escalators and treads of the moving walkways to satisfaction of the CDA.
2. Contractor will be responsible for all equipment, set up, clean up, and supplying all necessary chemical and cleaning agents.
3. All site coordination must involve CDA’s elevator-escalator contractor representative as well as the approval of CDA prior to cleaning.
4. CDA will determine which equipment (escalators-walkways) will be cleaned during off-peak hours.

In an effort to streamline the escalator step cleaning, CDA has created several additional requirements to be followed:

1. Notify H&R Monitor to take equipment out of service.
2. All equipment must be kept within the barricades while step cleaning is in process.
3. All electrical cords must be secured to prevent tripping hazards. No hanging or looping of cords above the floor without prior approval from CDA.
4. Day Shift work hours are 0700-1530 hours.
5. Night Shift work hours will begin at 2230 hours.
7. Limit Black step cleaning to a 30 – second machine cycle.
8. Clean the yellow demarcation strips the length of time it takes the machine to cycle to the next step. No additional cleaning is necessary.

Below is an approximate breakdown of all the units to be cleaned with step count and walk length, if applicable. CDA has the right to remove or add escalators and moving walkways to the scope of cleaning at any time during this contract.
## Escalator Equipment Terminal 1

<table>
<thead>
<tr>
<th>Esc #</th>
<th>Set Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esc #4</td>
<td>60</td>
</tr>
<tr>
<td>Esc #5</td>
<td>69</td>
</tr>
<tr>
<td>Esc #6</td>
<td>69</td>
</tr>
<tr>
<td>Esc #7</td>
<td>69</td>
</tr>
<tr>
<td>Esc #32</td>
<td>86</td>
</tr>
<tr>
<td>Esc #33</td>
<td>86</td>
</tr>
<tr>
<td>Esc #34</td>
<td>86</td>
</tr>
<tr>
<td>Esc #35</td>
<td>86</td>
</tr>
<tr>
<td>Esc #210 ATS</td>
<td>78</td>
</tr>
<tr>
<td>Esc #211 ATS</td>
<td>78</td>
</tr>
<tr>
<td>Esc #215 ATS</td>
<td>62</td>
</tr>
<tr>
<td>Esc #216 ATS</td>
<td>62</td>
</tr>
<tr>
<td>Esc #273</td>
<td>69</td>
</tr>
<tr>
<td>Esc #274</td>
<td>69</td>
</tr>
</tbody>
</table>

## Escalator Equipment Terminal 2

<table>
<thead>
<tr>
<th>Esc #</th>
<th>Set Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esc #37</td>
<td>69</td>
</tr>
<tr>
<td>Esc #39</td>
<td>76</td>
</tr>
<tr>
<td>Esc #40</td>
<td>76</td>
</tr>
<tr>
<td>Esc #41</td>
<td>69</td>
</tr>
<tr>
<td>Esc #42</td>
<td>69</td>
</tr>
<tr>
<td>Esc #45</td>
<td>76</td>
</tr>
<tr>
<td>Esc #46</td>
<td>76</td>
</tr>
<tr>
<td>Esc #220</td>
<td>78</td>
</tr>
<tr>
<td>Esc #221</td>
<td>78</td>
</tr>
<tr>
<td>Esc #225</td>
<td>62</td>
</tr>
<tr>
<td>Esc #226</td>
<td>62</td>
</tr>
<tr>
<td>Esc #270</td>
<td>69</td>
</tr>
<tr>
<td>Esc #271</td>
<td>69</td>
</tr>
</tbody>
</table>
### Escalator Equipment Terminal 3

<table>
<thead>
<tr>
<th>Esc #</th>
<th>Set Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>#3</td>
<td>96</td>
</tr>
<tr>
<td>#66</td>
<td>70</td>
</tr>
<tr>
<td>#68</td>
<td>70</td>
</tr>
<tr>
<td>#69</td>
<td>83</td>
</tr>
<tr>
<td>#70</td>
<td>83</td>
</tr>
<tr>
<td>#71</td>
<td>70</td>
</tr>
<tr>
<td>#71A</td>
<td>70</td>
</tr>
<tr>
<td>#72</td>
<td>70</td>
</tr>
<tr>
<td>#75</td>
<td>96</td>
</tr>
<tr>
<td>#76</td>
<td>70</td>
</tr>
<tr>
<td>#77</td>
<td>86</td>
</tr>
<tr>
<td>#78</td>
<td>86</td>
</tr>
<tr>
<td>#79</td>
<td>70</td>
</tr>
<tr>
<td>#80</td>
<td>70</td>
</tr>
<tr>
<td>#81</td>
<td>70</td>
</tr>
<tr>
<td>#82</td>
<td>70</td>
</tr>
<tr>
<td>#230 ATS</td>
<td>78</td>
</tr>
<tr>
<td>#231 ATS</td>
<td>78</td>
</tr>
<tr>
<td>#235 ATS</td>
<td>63</td>
</tr>
<tr>
<td>#236 ATS</td>
<td>63</td>
</tr>
<tr>
<td>#250 ATS Remote Parking</td>
<td>96</td>
</tr>
<tr>
<td>#251 ATS Remote Parking</td>
<td>96</td>
</tr>
<tr>
<td>#254 ATS Remote Parking</td>
<td>96</td>
</tr>
<tr>
<td># 255 ATS Remote Parking</td>
<td>96</td>
</tr>
</tbody>
</table>

### Moving Walkway Equipment

<table>
<thead>
<tr>
<th>Walkway Equipment</th>
<th>Walk Length (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MW #128</td>
<td>236'</td>
</tr>
<tr>
<td>MW #129</td>
<td>236'</td>
</tr>
<tr>
<td>MW #130</td>
<td>236'</td>
</tr>
<tr>
<td>MW #131</td>
<td>236'</td>
</tr>
<tr>
<td>MW #132</td>
<td>208'</td>
</tr>
<tr>
<td>MW #133</td>
<td>208'</td>
</tr>
<tr>
<td>MW #136</td>
<td>214'</td>
</tr>
<tr>
<td>MW #137</td>
<td>214'</td>
</tr>
</tbody>
</table>
ATTACHMENT 1-H TO EXHIBIT 1
FLOOR SCRUBBER, EQUIPMENT AND CONSUMABLE SUPPLIES

Contractor is required to provide a list of equipment and supplies, lists must include minimums.

Equipment

1. Rider Scrubber
2. Walk –behind Scrubber
3. Wide Area Vacuum & Upright Vacuum Cleaner
4. Low RPM Buffer/Scrubber (side by side)
5. Rider Sweeper
6. Carpet Extractor
7. Carpet Extractor Walk-behind
8. 20/30 Gallon Wet/Dry Vacuums
9. Flat Bed Hand Cart and Hand Operated Pallet Jack
10. Escalator Cleaning Machines

Paper Goods

Plastic Liners (bags)

1. Plastic Bag 55 – gallon Minimum
2. Plastic Bag 18 – gallon Minimum
3. Plastic Bag 4 – gallon Capacity
4. Plastic Gag 44/55 Gallon

Hand Soap Gallon and Foam

1. Hand Soap
2. Hand Soap Foaming

Cleaning Products

1. Glass Cleaner
2. All Purpose Cleaner
3. Tough Job Cleaner
4. Neutral Disinfectant
5. Carpet Cleaner

Hand Sanitizer

1. Purell Wall Dispenser
2. Purell Foam Cartridges
ATTACHMENT 1-I TO EXHIBIT 1
FEMININE HYGIENE DISPOSAL EQUIPMENT AND SERVICE REQUIREMENTS

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

a. Each feminine product disposal system must not exceed a maximum width of 10-inches, the height not to exceed 36-inches, and the depth not to exceed 26-inches to fit in the existing toilet stalls in the public and family restrooms at the Airport.

b. Each feminine product disposal system should hold a sufficient amount of used products and be changed out a minimum of two (2) times per week. Disposal unit construction can be stainless or acceptable plastic materials based on industry standards.

c. Each feminine product disposal system must be self-contained and disposed products not accessible.

d. Each feminine product disposal system must have a lockable lid.

e. Each feminine product disposal system must have Braille lettering for the visually impaired.

f. Each feminine product disposal system must be exchanged with a clean unit at least two (2) times a week. The dates for such servicing will be determined by CDA.

g. It is important that these feminine product disposal systems are not opened on Airport property. A clean, sanitized feminine product disposal system should be brought in and the used systems should be removed to Contractor’s property for proper cleaning.

h. Each feminine product disposal system must contain deodorizing fluid.

i. CDA reserves the right to add or delete feminine hygiene disposal unit locations during the term of this Contract.

j. The feminine hygiene disposal system will be included in the monthly cost.
EXHIBIT 2
SCHEDULE OF COMPENSATION

I. STAFFING PLAN
   A. Organizational Chart: Contractor shall prepare a functional organizational chart showing Key Personnel that will work on a full-time salaried basis, unless otherwise negotiated, and all other calllable positions to be staffed to meet the needs of the CDA and the contractual obligations.
   
   B. The Detailed Staffing Plan shall include a comprehensive list of all job categories/titles that Contractor anticipates using on a salaried or hourly basis to perform the Services with an estimate of the number of hours such persons will work in a given budget year to provide an estimate of the number of full time equivalents (FTEs) required.
   
   C. The Staffing Plan should demonstrate how each person contributes to the delivery of the Services, including responsibilities and involvement on current and proposed CDA processes and projects; whether Key Personnel; whether salaried or hourly, or exempt or non-exempt. CDA reserves the Right to direct the Contractor to alter the Staffing Plan, including adding or deleting positions, upon thirty (30) days written notice.
   
   D. Any Changes to Key Personnel or adjustment to the Staffing Plan where an individual's Job Classification, title or job function is changed must receive prior approval by the Commissioner. The Contractor must submit a justification memo explaining the proposed change and include resumes and other supporting material.

II. BUDGET
   A. The Contractor shall submit an annual budget including the allowable and allocable cost described below in the Compensation section. As part of the budget submittal, the Contractor shall divide the budget into General Administrative/Management, Labor, Supplies, implementation of computerized work order/dispatch system (Work Order System Implementation), Uniform Allowances, Communication Devices, and Equipment portions.
      
      i. The Contractor shall also submit and present monthly personnel and budget updates with their monthly invoices and submit a quarterly updated budget and staffing plan for CDA approval. The City and Contractor may revise the Staffing Plan and budget as needed.
      
      ii. As part of the reporting, the Contractor shall track increases and any deviations from the latest approved budget. The Contractor, as part of its reporting shall also track dollars spent versus Services provided. Any deviation from the approved budget must be explained and approved by the City in writing.
      
      iii. The Contractor must submit a budget for years 1 thru 5 of the term of this contract.

III. COMPENSATION
   A. The Contractor shall be paid on a “cost-plus” basis for services provided under this Agreement unless otherwise specified herein or as agreed to by the Parties for any Additional Services. The Contractor shall be reimbursed for actual expenses incurred for material and supplies and for wages and benefits as negotiated by the City and Contractor or as required by relevant collective bargaining agreements. The City reserves the right to participate in any negotiations regarding renewals of collective bargaining agreements that affect this Agreement. The Contractor will also be paid a Management Fee, which will be negotiated on an annual basis and paid out on a pro-rated basis with each monthly invoice.
B. Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Agreement. As further described below, compensation will consist of:

i. General Administrative/Management
ii. Labor
iii. Supplies
iv. Work Order System Implementation
v. Uniform Allowances
vi. Communication Devices
vii. Equipment

IV. INVOICING

A. Invoices. The Contractor shall submit monthly invoices to the City for all services performed, including Subcontractor services, during the preceding month/billing cycle. The Contractor must support each invoice with sufficient detail as required by CDA to justify items in the invoice including but not limited to hours worked/billed and break out wages to show components such as actual wage paid to workers, any premium wages, benefits, and/or other burden components. The Contractor must also provide, if applicable, a progress report in a format acceptable to the Commissioner. The Contractor must identify any variances from the budget and/or schedule and provide explanations for such variances.

B. Payment Support. CDA may, from time to time, request payment supporting documentation such as personnel detail, expense receipts and subcontractor invoices. Such payment support shall be submitted to CDA within ten (10) business days. Failure to submit payment support in a timely manner may be deemed grounds for nonpayment of the invoice item for which the request for payment support was made.

C. Invoice Disputes. If any portion of an invoice is disputed by the City, the amount in question will not be paid and such contested portion of the invoice will be resolved.

D. Billing Periods. Invoices must be submitted on a monthly basis for all services performed, including Subcontractor services, during the preceding month/billing cycle. Invoices crossing a span of multiple months or for months prior to the immediately preceding billing cycle will not be accepted. Reimbursable expense must occur within the billing cycle of the invoice.

E. Audits. The City reserves the right to audit invoices and any documentation supporting any part of the compensation to the Contractor.
## ATTACHMENT 2-A TO EXHIBIT 2
### Sample Annual Operating Budget

<table>
<thead>
<tr>
<th>Category Type</th>
<th>Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Administrative/Management</strong></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Labor</strong></td>
<td></td>
</tr>
<tr>
<td>Salaried Employees</td>
<td></td>
</tr>
<tr>
<td>Custodian</td>
<td></td>
</tr>
<tr>
<td>Custodian Supervisor</td>
<td></td>
</tr>
<tr>
<td>Window Washer</td>
<td></td>
</tr>
<tr>
<td>Window Washer Supervisor</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Supplies</strong></td>
<td></td>
</tr>
<tr>
<td>Feminine Hygiene Disposal</td>
<td></td>
</tr>
<tr>
<td>Diaper &amp; Feminine Hygiene Dispensers</td>
<td></td>
</tr>
<tr>
<td>Sharps Disposal</td>
<td></td>
</tr>
<tr>
<td>Air Fresheners</td>
<td></td>
</tr>
<tr>
<td>Paper Products</td>
<td></td>
</tr>
<tr>
<td>Plastic Liners</td>
<td></td>
</tr>
<tr>
<td>Chemical/Cleaning Products</td>
<td></td>
</tr>
<tr>
<td>Cleaning Supplies (Mops, Carts, Etc.)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Work Order System Implementation</strong></td>
<td></td>
</tr>
<tr>
<td>Hardware</td>
<td></td>
</tr>
<tr>
<td>Licensing Fee</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Uniform</strong></td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Communication Devices</strong></td>
<td></td>
</tr>
<tr>
<td>Hardware</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>Buffers</td>
<td></td>
</tr>
<tr>
<td>Vacuums</td>
<td></td>
</tr>
<tr>
<td>Scrubbers</td>
<td></td>
</tr>
<tr>
<td>Electric Carts</td>
<td></td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Budget</strong></td>
<td></td>
</tr>
</tbody>
</table>
Basis of Deductions for Terminals

Prices shown in the “Basis of Deductions” will be utilized in conjunction with the “Failure to Perform Required Services” clause in making deductions to the Contract price for defective work.

These administrative deductions will be made on top of deductions based upon the severity of the deficiency and shall be imposed as follows:

<table>
<thead>
<tr>
<th></th>
<th>FREQUENCY</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deficiencies found during Inspections</td>
<td>Each Instance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Deficiencies Reported</td>
<td>Each Instance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Non-responsiveness to CDA requests or communications</td>
<td>Each Instance</td>
<td>$50.00</td>
</tr>
<tr>
<td>Insufficient Reporting</td>
<td>Each Instance</td>
<td>$50.00</td>
</tr>
<tr>
<td>Inaccurate Reports</td>
<td>Each Instance</td>
<td>$50.00</td>
</tr>
<tr>
<td>Untimely Reports</td>
<td>Each Instance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Spills not cleaned within 30 Minutes</td>
<td>Each Instance</td>
<td>$500.00</td>
</tr>
<tr>
<td>Uniform Deficiencies</td>
<td>Each Instance</td>
<td>$100.00 and Employee Can Not Work Until Uniform is complete</td>
</tr>
<tr>
<td>Unusable Cleaning Equipment</td>
<td>Each Instance</td>
<td>$500.00</td>
</tr>
<tr>
<td>Insufficient or Unacceptable Supplies</td>
<td>Each Instance</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
ATTACHMENT 2-C TO EXHIBIT 2
WAGE AND BENEFIT REQUIREMENTS

General Requirements

This Attachment sets forth general guidelines for wage and benefit policies which each Contractor is expected to follow. Any deviation from the stated guidelines, including for adherence to existing collective bargaining agreements, must be approved by the City of Chicago Department of Aviation. Contractors must also stay abreast of any changes in federal, state, or local labor and employment law that may occur over the term of the contract, and implement any changes necessary to remain compliant at all times. Any federal, state, or local laws which introduce policies more generous than those stated in these guidelines must be followed. All guidelines apply to all Contractors as well as any subcontractors.

Requirements for Custodial Workers

I. WAGES

A. Seniority

Contractor will base wages and benefits on the Custodial Worker’s seniority. A Custodial Worker’s “Seniority Date” shall be their first date of employment working in a custodial role at O’Hare International Airport. “Seniority” is determined by the length of the Worker’s continuous service at O’Hare in a custodial role. Seniority is not broken by a change in the employing contractor at O’Hare, and is not otherwise broken except by discharge for cause, resignation, or layoff for more than one year (two years in the case of employees with ten or more years or service).

B. Wage Rate

1. Base Hourly Wage Rate

   If a Custodial Worker is in his/her 5th year of employment (i.e. more than 5 years have passed since the Worker’s Seniority Date), and thereafter, the following wage rate applies:

   From the effective date of this Contract through April 5, 2020 - $18.45 per hour.
   For the period April 6, 2020 through April 4, 2021 - $18.95 per hour.
   The rate of $18.95 per hour will remain until a new rate is determined.

   For all other Custodial Workers, wage rates apply at the following “Levels”:

   Level 1: During a Worker’s 1st year of employment. Pay rate is $3.40 below the rate of 5th year employees.

   Level 2: Begins on the 1st anniversary of the Worker’s start date and encompasses the Worker’s 2nd year of employment. Pay rate is $2.90 below the rate of 5th year employees.

   Level 3: Begins on the 2nd anniversary of the Worker’s start date and encompasses the Worker’s 3rd year of employment. Pay rate is $2.40 below the rate of 5th year employees.

   Level 4: Begins on the 3rd anniversary of the Worker’s 4th year of employment. Pay rate is $1.90 below the rate of 5th year employees.

2. Retention

Contractor agrees that it shall not attempt to effectuate wage cost reductions by discharging more senior employees in order to hire less experienced replacements. Accordingly, Contractor agrees to adhere to the following retention guidelines:
Retention of Workers from Level 1: 80% (must not terminate more than 20% of Workers during their first year)

Retention of Workers from Level 2: 80% (must not terminate more than 20% of remaining Workers during their second year)

Retention of Workers from Level 3: 85% (must not terminate more than 15% of remaining Workers during their third year)

Retention of Workers from Level 4: 88% (must not terminate more than 12% of remaining Workers during their fourth year)

Contractor must retain (that is, continue to employ and not terminate, except for cause) these percentages of their workforce throughout the term of the contract. These percentages do not include voluntary termination of employment by the Worker, or any layoffs in excess of the guidelines which are authorized by the City. If Contractor terminates, without cause, a higher percentage of Workers at a certain Level than is allowed by these guidelines, the most senior Workers in the Level below would be bumped up to the next Level’s pay rate to maintain overall seniority equal to the required retention percentages. Those bumped up workers would remain at that Level until they reached the next anniversary of their start date, and progressed to the next Level normally according to Section 1 above. This may result in some Workers remaining at Level 2, 3, or 4 for over 12 months.

For example, if Contractor hires 400 employees, it must not terminate more than 20% (80) employees in their first year without cause. Contractor must not terminate more than 20% (64) of those remaining 320 employees in their second year. If Contractor terminates 70 employees in their second year without cause, Contractor would be required to pay the six most senior employees in Level 1 at the Level 2 rate. Those six employees would remain at the Level 2 pay rate until the second anniversary of their start date (when they would enter their third year of employment), and would thus enter Level 3 per the schedule in Section 1 above.

3. Premium Work

Contractor must pay a premium of fifty cents ($0.50) per hour if the following work is performed:
- High level work – 12 feet and over from floor level
- Loading and unloading of trucks and dock labor – after two hours in one day – from first hour of work
- Moving and storing of construction equipment and material
- Moving furniture

4. Custodial Supervisors

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

C. Payment Provisions

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

2. Pay Days
Employees must be paid at least every two (2) weeks. If a regular pay day falls on a holiday, employees must be paid on the day before the holiday and paychecks must be dated accordingly.

3. Overtime and Sundays
All work in excess of forty (40) hours in one workweek constitute overtime and must be paid at the rate of
1.5 times the employee’s regular hourly rate. Additionally, all work done on Sunday must be paid at 1.5 times the employee’s regular hourly rate.

II. HOLIDAYS, VACATION, AND LEAVE

A. Holiday Pay

1. Observed Holidays

Contractor must provide Custodial Workers with paid full days off to observe the following Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Workers must also be provided with a full day off on New Year's Eve OR Christmas Day, or that day may be divided in two for a half day off each on Christmas Eve and New Year's Eve. Contractor must provide Workers with a paid day off to observe the day after Thanksgiving OR such other day as may be mutually acceptable to the City, Contractor and Worker (or Union, if applicable) (i.e., Martin Luther King’s Birthday, Presidents’ Day, Lincoln’s Birthday, or Good Friday).

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

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

When a holiday falls on an employee’s day off, he or she must be paid for eight (8) hours at straight time.

B. Vacations

1. Paid Vacation

Based on continuous years of service (notwithstanding leaves of absence for sickness, maternity or other reasons agreed to by Contractor), Contractor must provide regularly-employed Custodial Workers on this Contract with paid vacation days per year as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year</td>
<td>one week</td>
</tr>
<tr>
<td>Two years</td>
<td>two weeks</td>
</tr>
<tr>
<td>Six years</td>
<td>two weeks and one day</td>
</tr>
<tr>
<td>Seven years</td>
<td>two weeks and two days</td>
</tr>
<tr>
<td>Eight years</td>
<td>two weeks and three days</td>
</tr>
<tr>
<td>Nine years</td>
<td>two weeks and four days</td>
</tr>
<tr>
<td>Ten years</td>
<td>three weeks</td>
</tr>
<tr>
<td>Eighteen years</td>
<td>four weeks</td>
</tr>
<tr>
<td>Twenty-five years</td>
<td>five weeks</td>
</tr>
</tbody>
</table>

An additional day’s vacation (or ½ day in the case of one-half day holidays) shall be allowed for an employee whose vacation period includes one of the holidays listed in this Agreement.

A week’s vacation shall be computed upon the employee’s regularly scheduled weekly hours of work for the fifty-two (52) weeks preceding his or her vacation. If an employee has worked less than fifty-two (52) weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the employee has worked.

Workers must accrue vacation time at a minimum pace of 1 hour of vacation time per 40 hours worked, up to the amounts stated above. Contractor may choose to allow Workers to accrue vacation time at a quicker pace, or Contractor may choose to award all vacation time at once at the start of that Worker’s year of employment. Contractor must allow Workers to roll over at least 20 hours of unused vacation time.
2. Payment Provisions

Any employee whose employment is terminated for any reason shall be compensated for any accrued and unused vacation time on their final paycheck.

C. Funeral Leave

Contractor must pay Custodial Workers for necessary absence of up to three scheduled workdays due to a death in the Worker's immediate family. “Immediate family” means a Worker’s: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent or grandchild.

D. Jury Service

Contractor must pay Custodial Workers the difference between the pay the employee would normally receive, excluding overtime, and the amount received for jury service.

E. Leaves of Absence

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

- One year to three years’ seniority: six months leave
- Three years to five years’ seniority: nine months leave
- After five years’ seniority: one year leave

Workers who have less than one year’s seniority are not entitled to leave. Seniority is defined as “the length of service of a regular employee on a job site; provided that new employees shall be considered probationary employees for the first 45 calendar days of employment.” Seniority shall continue to accumulate and accrue during leaves of absence described above.

III. BENEFITS

A. Health and Welfare

Contractor must provide a health and welfare benefits package to Contractor’s (and its subcontractor’s) personnel on this Contract. Contractor must contribute the following monetary amount towards health and welfare benefits for full-time employees:

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

The rate of $923.87 will remain until a new rate is determined.

Contractor may prorate these amounts if a Worker’s employment commences or terminates mid-month.

Contractors must continue to provide benefits in the amount stated above to employees who are on a medical leave of absence.

B. Pension

Contractor must provide a pension/retirement package to Contractor’s (and its subcontractor’s) Custodial Worker personnel on this Contract to which Contractor will, at a minimum, contribute the amount set forth below. During the following time periods, Contractor must contribute the following monetary amount towards pension/retirement benefits:

- From the award date through April 5, 2020: $50.00 per Worker per week for each employee regularly scheduled to work 30 or more hour per week and who actually work at least 50% of the employee’s scheduled workweek. In the event an employee does not work at least 50% of the scheduled workweek, or
is not regularly scheduled to work more than 30 hours per week, the rate is $1.25 per hour for all hours actually worked up to $50.00/week.

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

Paid holidays, paid vacations, and funeral absence are deemed time worked for pension contribution purposes. Pension contribution shall continue when employees are on medical leave of absence.
Requirements for Window Cleaners

I. WAGES

A. Wage Rate

1. Cleaners’ Classifications
Wages will be based on A-B-C classifications. Contractor will rate their window cleaners based on the six categories of expertise. These classifications are:
   1) Powered scaffolds and pedestrian canopies
   2) Rope Descent Systems (RDS) and/or Industrial Rope Access (IRA)
   3) Extension and section ladders
   4) Manlifts, boom lifts and rolling tower scaffolding
   5) Poles
   6) Cleaning solutions/chemicals

   An "A" card employee must be proficient on all 6 categories.
   A "B" card employee must be proficient in 5 of the 6 categories.
   A "C" card employee must be proficient in 3 of the 6 categories

2. Establishing Cleaners’ Classifications
One of the following methods listed below shall be an acceptable method for Contractor to establish a Cleaner’s A-B-C rating classification:

   A. Contractor will provide an in-house test approved by the Union, which shall determine the A-B-C rating status. The window cleaner must also be able to show "hands on" knowledge of the equipment.

   B. Contractor shall furnish the International Window Cleaners Certification Institute's (IWCCI) course study and online testing for the purposes of establishing the A-B-C rating status. The route and ground course shall be used for C card status, the suspended operations for RDS shall be used for B card status and the suspended scaffold course shall be used for A card Status.

   C. If Contractor does not make either of the above testing methods available, the length of continuous service as a union journeyperson will determine the rating as below:

   "A" card: 8 years or more of continuous service with one employer.
   "B" card: 7 years of continuous service with one employer.
   "C" card: 1-3 years of continuous service with one employer.

   Tests will be based upon acceptable industry standard safety practices and safety standards. Course study material provided by Contractor may include copies of the IWCA ANSI- I-14, ASME A-120, ANSI A-14, and applicable OSHA Regulations. Appropriate information and governmental agency documents for these tests will be provided by each contractor for preparing for these tests.

3. Base Hourly Wage Rate
Cleaners must be paid, at minimum, the hourly wage provided below. Each period begins on August 1 of that year and runs through July 31 of the following year.

<table>
<thead>
<tr>
<th></th>
<th>2020 thru 7/31</th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>2022-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Window Cleaner (A Card):</td>
<td>$22.50</td>
<td>$24.25</td>
<td>$25.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>Window Cleaner (B Card):</td>
<td>$21.45</td>
<td>$22.89</td>
<td>$23.80</td>
<td>$24.75</td>
</tr>
<tr>
<td>Window Cleaner (C Card):</td>
<td>$20.35</td>
<td>$21.70</td>
<td>$22.55</td>
<td>$23.45</td>
</tr>
</tbody>
</table>

4. Foremen
A working foreman who does not have the authority to hire and fire shall receive at least eight dollars ($8.00) per day above the regular scale.
5. **Apprentice Wage Rates**

<table>
<thead>
<tr>
<th></th>
<th>2020 thru 7/31</th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>2022-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 months</td>
<td>$17.00</td>
<td>$18.00</td>
<td>$19.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>$17.50</td>
<td>$18.50</td>
<td>$19.50</td>
<td>$20.50</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>$18.00</td>
<td>$19.00</td>
<td>$20.00</td>
<td>$21.00</td>
</tr>
<tr>
<td>4th 6 months</td>
<td>$18.50</td>
<td>$19.50</td>
<td>$20.50</td>
<td>$21.50</td>
</tr>
</tbody>
</table>

**B. Payment Provisions**

1. **Loading Time**
   Starting time when working on a truck, shall begin with the loading of the truck and end with the unloading of the truck.

2. **Reporting Pay**
   If on account of weather conditions or any other reasons not the fault of Contractor, no work can be done, two (2) hours show-up pay shall be allowed. Similarly, if the motor on an electric chair or scaffold breaks down and it is not the fault of the Cleaner, Contractor must pay up to two (2) hours per man per day of breakdown time.

3. **Overtime and Sundays**
   All work in excess of forty (40) hours in one workweek constitute overtime and must be paid at the rate of 1.5 times the employee’s regular hourly rate. Contractor must give the Cleaner forty-eight (48) hour notice of overtime assignments. Additionally, all work done on Sundays and holidays must be paid at 2 times the employee’s regular hourly rate.

II. **HOLIDAYS, VACATION, AND LEAVE**

A. **Holiday Pay**

1. **Observed Holidays**
   Contractor must provide Cleaners with paid full days off to observe the following Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, Cleaners who have worked for Contractor for one (1) continuous year must receive an additional holiday per year to be observed on the Cleaner’s birthday or another day. Cleaners who have worked for Contractor for ten (10) continuous years must receive another additional floating holiday per year.

   To secure holiday pay, Cleaners must be continuously employed by Contractor for at least three (3) months and must work on the scheduled workday before and the scheduled workday following the holiday (except for the birthday holiday).

2. **Weekend Holidays**
   If a holiday falls on a Saturday, Cleaners who are eligible for holiday pay shall receive an additional eight (8) hours pay at straight time. If a holiday falls on a Sunday, it shall be observed the following Monday. If the holiday occurs during the week, the sixth day of the week, if worked, shall be considered overtime at the rate of 1.5 times the regular hourly rate of pay.

3. **Weekday Holidays**
   If a holiday falls during the workweek, thirty-two (32) hours’ work shall constitute a week’s work for purposes of overtime eligibility. Contractor must pay any Cleaners who work on a holiday regular eight (8) hours’ pay and an additional 1.5 times the regular hourly rate.
B. Vacations

1. Paid Vacation
Contractor must, at minimum, provide regularly-employed Cleaners with paid vacation days per year as follows:

- One year of continuous employment: one week (40 hours)
- Three years of continuous employment: two weeks (80 hours)
- Seven years of continuous employment: two weeks and one day (88 hours)
- Ten years of continuous employment: three weeks (120 hours)

Cleaners must accrue vacation time at a minimum pace of 1 hour of vacation time per 40 hours worked, up to the amounts stated above. Contractor may choose to allow Cleaners to accrue vacation time at a quicker pace, or Contractor may choose to award all vacation time at once at the start of that Cleaner’s year of employment. Contractor must allow Cleaners to roll over at least 20 hours of unused vacation time. Cleaners may elect to have any remaining unused vacation time (over the 20 hours carried over) paid out on the anniversary date of their hire.

Any Cleaners who are absent from work as a result of an injury which occurred on the job, shall not have their vacation pay prorated if they have been with Contractor for at least three (3) years. Cleaners who have been with Contractor for less than three years will have vacation pay prorated. Any absence from an injury which occurred off work will result in proration of vacation pay for all Cleaners.

2. Payment Provisions
Any Cleaner who has been employed by Contractor for over one year whose employment is terminated for any reason shall be compensated for any accrued and unused vacation time on their final paycheck.

C. Funeral Leave
Contractor must pay Cleaners with three (3) years of continuous service for necessary absence of up to two scheduled workdays due to a death in the Cleaner’s immediate family. “Immediate family” means a Cleaner’s: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent or grandchild.

D. Jury Service
Contractor must pay Cleaners the difference between the pay the employee would normally receive, excluding overtime, and the amount received for jury service.

III. BENEFITS

A. Health and Welfare

1. Health Benefits
Contractor shall furnish each Cleaner who works over 130 hours per calendar month with hospitalization, health, and surgical benefits covered by a common schedule of benefits and issued by a nationally recognized insurance company. Contractor may wait until the Cleaner has been employed for 90 days to provide him or her with benefits. The value of the benefits offered must be, at minimum, the following:

   - From contract award date through July 31, 2020 - $292.96 per Cleaner per month.
   - For the period of August 1, 2020 through July 31, 2021 - $292.96 per Cleaner per month.
   - For the period of August 1, 2021 through July 31, 2022 - $317.96 per Cleaner per month.
   - For the period of August 1, 2022 through July 31, 2023 - $317.96 per Cleaner per month.

   The rate of $317.96 will remain until a new rate is determined.

Contractor’s contribution shall cover at least 60% of the actual cost of the benefits package. Effective through July 31, 2021, the actual cost must not exceed $350. Effective August 1, 2021
through July 31, 2023, the actual cost must not exceed $375.

2. **Disability and Medicare**
   Contractor must provide Cleaners with disability insurance. Contractor may wait until Cleaner has been employed for 90 days to provide this coverage.

   Contractor must pay the cost of Medicare for Cleaners age 65 and up.

3. **Injury**
   If a Cleaner is injured on the job and requires hospitalization, he must be paid for the full day.

   If a Cleaner is off from work because of illness or injury not due to his employment, he shall continue to receive health/disability benefits as if he was working for thirteen (13) weeks. If the illness or injury is due to his employment, he shall receive the same benefits as if he was working for eighteen (18) months with his premiums covered by Contractor, including the employee’s portion.

B. **Pension**
   Contractor must provide a pension/retirement package to all Cleaners, for which Contractor must contribute $1.10 per each hour worked. Paid holidays and paid vacations are excluded from time worked for pension contribution purposes. This rate will remain indefinitely unless the City directs otherwise.
ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR TARGET MARKET CONTRACTS

1.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Pursuant to Section 2-92-460 of the Municipal Code of Chicago, the Chief Procurement Officer has implemented the Target Market Program that seeks to award competitively or on a negotiated bid process to certified MBEs the established goal of 10% of the annual dollar value of all non-construction contracts and to certified WBEs 1% of the annual dollar value of all non-construction contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply to 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.

1.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm’s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm’s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract’s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.
"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. For the purposes of target market contracts issued pursuant to MCC Section 2-92-460, as described in Section Error! Reference source not found. below, the Contractor may not subcontract more than fifty percent (50%) of the dollar value of the contract to subcontractors who are not MBEs or WBEs.

"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" means 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 credited more than once against a contractor’s MBE or WBE commitment with respect to all government contracts held by that contractor.)

"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.

"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.

"Target Market Joint Venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

1.3. Eligibility

A. Contracts included in the Target Market Program can be either MBE Target Market Contracts, WBE Target Market Contracts or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Contracts, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Contracts. On solicitations open to both MBEs and WBEs joint ventures are allowed between both MBEs and WBEs.

B. Contracts included in the Target Market Program have been identified by the Chief Procurement Officer as having at least three MBEs or three WBEs, as the case may be, that indicated their interest in participating in the contracts’ designated commodity area(s) by successfully being certified by the City’s Contract Compliance Administrator. The Chief Procurement Officer shall select contracts for the Target Market Program which include a variety of goods and services which the City frequently contracts.

C. The Contractor may not subcontract more than fifty percent (50%) of the dollar value of the contract to subcontractors who are not MBEs or WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a contract consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Chief Procurement Officer may initiate discussions with a contractor subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.

D. MBE or WBE firms will be allowed to participate in this Target Market Contract only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE firms participating in the contract being a part of the bid/proposal response.

E. The Chief Procurement Officer may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the MBE/WBE program. Where necessary or useful, the Chief Procurement Officer may require or encourage MBEs and WBEs to participate in training programs offered by the Department of Planning and Economic Development or other City departments or agencies as a condition of participation in the Target Market Program.

F. The Chief Procurement Officer shall be authorized to review whether any MBE or WBE actively involved in the Target Market Program should be precluded from participation in the Target Market Program in the following year to prevent the domination of the Target Market Program by a small number of MBEs or WBEs. The decision of the Chief Procurement Officer to exclude a vendor from the Target Market Program is final and non-appealable. The Chief Procurement Officer shall review the participation of any vendor in the Target Market Program which has been awarded as the prime vendor in a calendar year either; (i) five (5) or more Target Market Contracts; or (ii) Target Market Contracts with a total estimated value in excess of one million dollars ($1,000,000); provided, however, that
each contract used in the above computation has an estimated value in excess of ten thousand dollars ($10,000). The factors which will be considered by the Chief Procurement Officer include:

i. the total number and estimated value of both Target Market and other City contracts awarded to the contractor;

ii. the total number and estimated value of both Target Market and other City contracts awarded to the contractor in a specific specialty area;

iii. the percentage of the number of both Target Market and other City contracts awarded to the contractor in a specific commodity area;

iv. the percentage of the total estimated value of both Target Market and other City Contracts awarded to the contractor in a specific commodity area;

v. the extent to which the Vendor is dominating the Target Market Program to the undue detriment of other contractors or the City; and

vi. any other factors deemed relevant by the Chief Procurement Officer.

1.4. Procedure to Determine Bid Compliance

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.

1.4.1. Schedule D-2

Bidders must submit, together with the bid, a completed Schedule D-2 committing them to the utilization of each listed firm. The City encourages bidders to utilize the electronic fillable format Schedule D-2, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. All commitments made by the bidder’s Schedule D-2 must conform to those presented in the submitted Schedule C-2(s).

1.4.2. Schedule C-2

The bidder must submit the appropriate Schedule C-2 with its bid for each MBE and WBE subcontractor included on the Schedule D-2. The City encourages subcontractors to utilize the electronic fillable format Schedule C-2, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Each Schedule C-2 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE subcontractor and the agreed upon rates/prices. Each Schedule C-2 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-2 has been submitted with the bid, an executed original Schedule C-2 must be submitted by the bidder for each MBE and WBE included on the Schedule D-2 within five (5) business days after the date of the bid opening.

In the event the bidder fails to submit any Schedule C-2s with its bid/proposal, the City will presume that no subcontractors are performing services related to the contract absent evidence to the contrary.

1.4.3. 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-2, 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.

1.4.4. Target Market Joint Venture Agreements

If the bidder is a Target Market Joint Venture, the bidder must provide a copy of the Joint Venture agreement and a Schedule B-2. In order to demonstrate the MBE/WBE partner’s share in the ownership and control of the joint venture, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other activities 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).

MWBE Target Market Special Conditions 12.02.2016
1.5. 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 MBE and WBE subcontractors listed on its Schedule D-2 form. 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 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 subcontractors or any first tier non-certified subcontractor and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

   E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor’s books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor’s compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the Contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor’s records by any officer or official of the City for any purpose.

   F. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.6. Advances and Expedited Payments
   A. A vendor bidding on a Target Market Contract may request in its bid/proposal that it receive a portion of the estimated contract value at the time of award as an advance to cover start-up and mobilization costs, which the Chief Procurement Officer may deny, or grant in whole or in part. The Chief Procurement Officer will not accept requests made after bid/proposal opening. The Chief Procurement Officer may grant advances not exceeding the lesser of: (i) ten percent (10%) of the estimated contract value; or (ii) two hundred thousand dollars ($200,000).

   B. Advances will be liquidated, and hence the City will receive a credit for these advances against payments due under the contract, commencing at the time of the first payment to the Contractor after the payment of the advance. The City shall be entitled to be repaid in full no later than such time as the City pays fifty percent (50%) or more of the estimated contract value to the Contractor, or at the midpoint of the initial contract term.

   C. In the event a vendor does not perform as required by the contract and thus is not entitled to all, or part of, any contract advances or expedited payments it has received, the City shall be entitled to take appropriate actions to recover these excessive payments, including, but not limited to, liquidation against vouchers for commodities/services rendered for other awarded contracts or future bid deposits, restitution sought from the performance bond, a determination that the contractor is non-responsive, or decertification. These remedies are in addition to all remedies otherwise available to the City pursuant to the contract, at law, or at equity.
D. Due to the nature of term agreements (annual contracts with depends upon requirements contract values), there is no guarantee of the contract against which the advance can be measured or liquidated. Therefore, advances will be granted for term agreements based upon reasonable estimates at the discretion of the Chief Procurement Officer.

1.7. Compliance
A. The Contract Compliance Administrator shall be entitled to examine on five business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with the requirements of the Target Market Program and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

B. It is a material breach of the contract if the vendor, a joint venturer, or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and the status was misrepresented by the contractor or any joint venturer. Such a breach shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law, or in equity.

C. In the event that the vendor is determined not to have been involved in any misrepresentation of the status of an MBE or WBE, the Contractor shall discharge the disqualified MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as its replacement. Continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due under the contract may be withheld until corrective action is taken.

1.8. Arbitration
A. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D-2, 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 disputed 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 arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE 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; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's 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 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 (calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.9. 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 related to bidder or contractor and subcontractor obligations.

1.10. Resource Agencies

MWBE Target Market Special Conditions 12.02.2016
Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration Program
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
Attn: General Services
(312)353-4528

S.B.A. - Bond Guarantee Program
Surety Bond
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE Program information:

City of Chicago
Department of Procurement Services
Contract Administration Division
City Hall - Room 806
Chicago, Illinois  60602
Attention: Buyer Name
Buyer Phone#

The Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available in the Bid and Bond Room, Department of Procurement Services, City Hall, Room 103, Chicago, Illinois 60602, Monday through Friday between the hours of 8:40 am to 10:45 am and 12:00 pm to 3:30 pm.
SCHEDULE C-2
Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

FOR NON-CONSTRUCTION PROJECTS ONLY
TARGET MARKET

Project Name: __________________________________________ Specification No.: ________________________

From: ________________________________________________________________
     (Name of Firm)

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

FOR MBE/WBE FIRMS ONLY: The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter, effective _______ to ________
     (Date)          (Date)

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the proposed scope of work and/or payment schedule, attach additional sheets as necessary:

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

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

SUB-SUBCONTRACTING LEVELS
A zero (0) must be shown in each blank if the subcontractor will not be subcontracting any of the work listed or attached to this schedule.

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

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

NOTICE: If any of the subcontractor’s 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.

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate “none.” Attach additional sheets if necessary:

________________________________________________________________________

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

________________________________________________________________________

(____________________________) (_________)
(Signature of President/Owner/CEO or Authorized Agent) (Date)

________________________________________________________________________

(____________________________) (____________________________)
(Name/Tele facsimile please print) (Name of Company)

________________________________________________________________________

(____________________________) (____________________________)
(Email & Phone Number) (____________________________)

01/2015
SCHEDULE D-2
Affidavit of Target Market Prime Contractor

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-2 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: __________________________________________

Specification No.: _______________________________________

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 or Cook County (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. The MBE and/or WBE bidder (s) is to attach a copy of their City of Chicago Letter of Certification.

B. If bidder/proposer is a joint venture with all joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, the Schedule B-2 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.

C. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of Subcontractor: __________________________________________

   Address: __________________________________________

   Contact Person: _____________________________________

   Phone Number: _____________________________________

   Dollar Value of Participation $ __________________________

   Percentage of Participation % __________________________

   Type of Firm: MBE    WBE

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

1 The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every
<table>
<thead>
<tr>
<th>Total Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Name of Subcontractor:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Dollar Value of Participation $</td>
</tr>
<tr>
<td>Percentage of Participation %</td>
</tr>
<tr>
<td>Type of Firm: MBE WBE</td>
</tr>
<tr>
<td>Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add’l Percentage Claimed: _____%</td>
</tr>
<tr>
<td>Total Participation %</td>
</tr>
<tr>
<td>3. Name of Subcontractor:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Dollar Value of Participation $</td>
</tr>
<tr>
<td>Percentage of Participation %</td>
</tr>
<tr>
<td>Type of Firm: MBE WBE</td>
</tr>
<tr>
<td>Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add’l Percentage Claimed: _____%</td>
</tr>
<tr>
<td>Total Participation %</td>
</tr>
<tr>
<td>4. Name of Subcontractor:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Dollar Value of Participation $</td>
</tr>
<tr>
<td>Percentage of Participation %</td>
</tr>
<tr>
<td>Type of Firm: MBE WBE</td>
</tr>
<tr>
<td>Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add’l Percentage Claimed: _____%</td>
</tr>
</tbody>
</table>

one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.
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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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: ______________________
   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

III. Non-MBE/WBE Firms

Complete this section for each non-MBE/WBE Subcontractor/Supplier/Consultant performing work on this contract:

1. Name of Subcontractor:_________________________________________________________________________
   Address:_____________________________________________________________________________
   Contact Person:_________________________________________________________________________
   Phone Number:_________________________________________________________________________

   Dollar Value of Work Performed $___________________________________________________________
   Percentage of Work Performed % __________________________________________________________

2. Name of Subcontractor:_________________________________________________________________________
   Address:_____________________________________________________________________________
   Contact Person:_________________________________________________________________________
   Phone Number:_________________________________________________________________________

   Dollar Value of Work Performed $___________________________________________________________
   Percentage of Work Performed % __________________________________________________________

3. Name of Subcontractor:_________________________________________________________________________
   Address:_____________________________________________________________________________
   Contact Person:_________________________________________________________________________
Phone Number:______________________________________________________________

Dollar Value of Work Performed $_________________________________________________________________________

Percentage of Work Performed _____________________________________________________________%

4. Name of Subcontractor:______________________________________________________________

Address:_______________________________________________________________________________

Contact Person:_________________________________________________________________________

Phone Number:_________________________________________________________________________

Dollar Value of Work Performed $_________________________________________________________________________

Percentage of Work Performed _____________________________________________________________%

5. Attach Additional Sheets as Needed

The Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor (   ) does / (   ) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type) State of:__________________________

(Signature) County of:____________________________________

(Name/Title of Affiant – Print or Type)

(Date) On this_____day of_________, 20____, the above signed officer _____________________________________________ (Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he
executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

__________________________________________________________
(Notary Public Signature)

SEAL:

Commission Expires:_____________________________________


EXHIBIT 4

Economic Disclosure Statement (“EDS”) and Affidavit and Appendix A
EDS On-Line Instructions

INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT (EDS) ON-LINE

The Respondent shall complete an online EDS prior to the Response due date. At the discretion of the CPO, a Respondent who does not file an electronic EDS prior to the Response due date, may be found non-responsive and its Response rejected.

If you are unable to complete the online EDS and print a Certificate of Filing prior to the Response due date, the City will accept a paper EDS provided written justification is provided explaining the Respondent’s good faith efforts to complete it before the Response due date and the reasons why it could not be completed.

1.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Respondent must complete an online EDS prior to the bid opening date.

A Respondent that does not file an electronic EDS prior to the Response due date will be found non-responsive and its Response will be rejected unless a paper EDS and written justification is submitted with the Response as explained in the above paragraph.

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

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

EDS Number: _________________

1.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Respondent that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.
1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

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

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

1.6. **PREPARATION CHECKLIST FOR EDS SUBMISSION**

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Invitation number, if you were provided with an invitation number.</td>
</tr>
<tr>
<td>2.</td>
<td>Site address that is specific to this EDS.</td>
</tr>
<tr>
<td>3.</td>
<td>Contact that is responsible for this EDS.</td>
</tr>
<tr>
<td>4.</td>
<td>EDS document from previous years, if available.</td>
</tr>
<tr>
<td>5.</td>
<td>Ownership structure, and if applicable, owners’ company information:</td>
</tr>
<tr>
<td>a.</td>
<td>% of ownership</td>
</tr>
<tr>
<td>b.</td>
<td>Legal Name</td>
</tr>
<tr>
<td>c.</td>
<td>FEIN/SSN</td>
</tr>
<tr>
<td>d.</td>
<td>City of Chicago Vendor Number, if available.</td>
</tr>
</tbody>
</table>
6. List of directors, officers, titleholders, etc. (if applicable).

7. For partnerships/LLC/LLP/Joint ventures, etc.:  
   a. List of controlling parties (if applicable).

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

8. Contract related information (if applicable):  
   a. City of Chicago contract package  
   b. Cover page of City of Chicago bid/solicitation package  
   c. If EDS is related to a mod, then cover page of your current contract with the City.

9. List of subcontractors and retained parties:  
   a. Name  
   b. Address  
   c. Fees – Estimated or paid

1.7. **EDS FREQUENTLY ASKED QUESTIONS**

**Q:** Where do I file?  
**A:** The web link for the Online EDS is [https://webapps.cityofchicago.org/EDSWeb](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:

<table>
<thead>
<tr>
<th>Applicants:</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entities holding an interest:</td>
<td>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.</td>
</tr>
<tr>
<td>Controlling entities:</td>
<td>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.</td>
</tr>
</tbody>
</table>

Q: What information is needed to submit an EDS?
A: The information contained in the Preparation Checklist for EDS submission.

Q: I don’t have a user ID & password. Can I still submit an Online EDS?
A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?
A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?
A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering “Yes” to “Is this an existing City of Chicago user ID?” when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

Q: My address has changed. How can I update my information?
A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?
A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?
A: Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

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

Q: What are the system requirements to use the Online EDS?
A: The following are minimum requirements to use the Online EDS:

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

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.
EXHIBIT 5
INSURANCE REQUIREMENTS

Contractor must provide and maintain at Contractor's own expense, during the term of the Contract and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1. Workers Compensation and Employers Liability (Primary and Umbrella)
   Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Contract and Employers Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit; and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include, but not be limited to, the following: other states endorsement, voluntary compensation and alternate employer, when applicable.

   Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2. Commercial General Liability (Primary and Umbrella)
   Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

   The City must be provided additional insured status with respect to liability arising out of Contractor’s work, services or operations performed on behalf of the City. The City’s additional insured status must apply to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City’s minimum limits required herein. Contractor’s liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

   Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3. Automobile Liability (Primary and Umbrella)
   When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned,
leased, non-owned or hired used in the performance of the work or devices, both on and off the Airport site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4. **Excess/Umbrella**
Excess/Umbrella Liability Insurance must be maintained with limits of not less than $9,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5. **Contractors Pollution Liability**
When any work performed involves a potential pollution risk that may arise from the work, services, or operations of Contractor’s scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than $2,000,000. Coverage must include, but not be limited to, the following: completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

**B. ADDITIONAL REQUIREMENTS**

**Evidence of Insurance.** Contractor must furnish the City, Department of Aviation, 10510 West Zemke Road, 60666 and Department of Procurement Services, City Hall, Room 806, 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute 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  
in 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.
EXHIBIT 6 - PROJECT REFERENCE FORM
MUST PROVIDE THREE

Respondent must provide the names, addresses, telephone numbers, and e-mail addresses of (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, completed custodial services of similar type, scope and magnitude as required pursuant to this RFP.

If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent’s involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified.

Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Entity Type (e.g, government, military, educational, medical, commercial, residential, retail, aviation):

_____________________________________

Estimated gross square footage of service area: __________________square feet

Project Description:

_____________________________________

Date of Performance: __________________
Date of Completion: __________________
Project Location: _____________________

Respondent’s Involvement in Project: _____________________

Dollar Value of Project and Your Firm’s Contract Value: _____________________

Key Personnel Involved and Role in Project: _____________________

Reference Entity Contact Information:

Entity Name: _______________________
Contact Name and Title: _____________________
Address: _______________________
Telephone Number: _____________________
E-mail Address: _____________________
EXHIBIT 7
SAMPLE PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF CHICAGO
DEPARTMENT OF AVIATION
AND

FOR LANDSIDE (NON-SECURE) CUSTODIAL SERVICES
AT O’HARE INTERNATIONAL AIRPORT

LORI LIGHTFOOT
MAYOR

Shannon E. Andrews
Chief Procurement Officer
Table of Contents

ARTICLE 1. INTRODUCTION ............................................................................................................. 1

ARTICLE 2. INCORPORATION OF EXHIBITS: ............................................................................. 1

ARTICLE 3. STANDARD TERMS AND CONDITIONS ..................................................................... 2
   3.1. General Provisions .................................................................................................................. 2
      3.1.1. Definitions ....................................................................................................................... 2
      3.1.2. Interpretation of Contract .............................................................................................. 3
      3.1.3. Subcontracting and Assignment .................................................................................... 4
      3.1.4. Contract Governance .................................................................................................... 5
      3.1.5. Confidentiality ............................................................................................................... 8
      3.1.6. Indemnity ..................................................................................................................... 8
      3.1.7. Non-Liability of Public Officials ................................................................................... 9
      3.1.8. Contract Extension Option ............................................................................................ 9
   3.2. Compensation Provisions ....................................................................................................... 9
      3.2.1. Ordering, Invoices, and Payment .................................................................................. 9
      3.2.2. Subcontractor Payment Reports ................................................................................... 11
      3.2.3. Prompt Payment to Subcontractors .............................................................................. 12
      3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions .......... 13
   3.3. Compliance With All Laws .................................................................................................... 14
      3.3.1. General ......................................................................................................................... 14
      3.3.2. Certification of Compliance with Laws ......................................................................... 14
      3.3.3. Federal Affirmative Action ........................................................................................... 14
      3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements . 15
      3.3.5. Other Non-Discrimination Requirements .................................................................. 16
      3.3.6. Wages .......................................................................................................................... 18
      3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS") ....................... 20
      3.3.8. Restrictions on Business Dealings .............................................................................. 22
      3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380 ....................................... 24
      3.3.10. Other City Ordinances and Policies ......................................................................... 24
      3.3.11. Compliance with Environmental Laws and Related Matters ................................... 28
   3.4. Contract Disputes .................................................................................................................. 31
      3.4.1. Procedure for Bringing Disputes to the Department ....................................................... 31
      3.4.2. Procedure for Bringing Disputes before the CPO ......................................................... 31
   3.5. Events of Default and Termination ....................................................................................... 32
      3.5.1. Events of Default ......................................................................................................... 32
      3.5.2. Cure or Default Notice ................................................................................................ 32
      3.5.3. Remedies ..................................................................................................................... 33
      3.5.4. Non-Exclusivity of Remedies ..................................................................................... 33
      3.5.5. City Reservation of Rights ........................................................................................... 33
      3.5.6. Early Termination ....................................................................................................... 33
   3.6. Department-specific Requirements ....................................................................................... 34
      3.6.1. Department of Aviation Standard Requirements ......................................................... 34
      3.6.2. Emergency Management and Communications (OEMC) Security Requirements .......... 37
      3.6.3. Chicago Police Department Security Requirements .................................................... 39
      3.6.4. Department of Water Management ("DOWM") Security Requirements ..................... 40

ARTICLE 4. TERMS FOR MANAGEMENT SERVICES ..................................................................... 43
   4.1. The Services .......................................................................................................................... 43
      4.1.1. Scope of Services ......................................................................................................... 43
      4.1.2. Estimated Quantities/Level of Service ......................................................................... 43
4.1.3. Unspecified Services ................................................................. 43

4.2. Performance of the Services ......................................................... 43
  4.2.1. Standard of Performance ......................................................... 43
  4.2.2. Standard Working Hours ......................................................... 44
  4.2.3. Character of Workers ............................................................. 44
  4.2.4. Quality of Materials and Inspection ........................................... 44
  4.2.5. Manufacturer's Warranty and Product Information ......................... 44
  4.2.6. Contractor's Warranties ......................................................... 44
  4.2.7. Correction or Re-Performance of Services ................................... 45
  4.2.1. Public Convenience .............................................................. 45
  4.2.2. Work Performed on City Property ............................................ 45
  4.2.3. Work In Progress ................................................................. 46

4.3. Compensation ............................................................................. 46

4.4. Multi Project Labor Agreement (PLA) ........................................... 46

4.5. Ownership of Documents .......................................................... 47

4.6. Copyright Ownership and other Intellectual Property ....................... 47
  4.6.1. Patents ................................................................................... 47
  4.6.2. Indemnity ............................................................................... 48

4.7. Approvals .................................................................................... 48

4.8. Cooperation with the City ............................................................ 48

4.9. Cooperation with Airside Contractor ............................................. 48

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS ................. 49
  5.1. Scope of Services ....................................................................... 49
  5.2. List of Key Personnel ................................................................. 49
  5.3. Term of Performance .................................................................. 49
  5.5. Payment ..................................................................................... 50
    5.5.1. Basis of Payment .................................................................. 50
    5.5.2. Method of Payment ................................................................ 50
    5.5.3. Centralized Invoice Processing .............................................. 50
    5.5.4. Criteria for payment .............................................................. 51
  5.6. Funding ...................................................................................... 51

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR TARGET MARKET CONTRACTS .......... 52

ARTICLE 7. INSURANCE REQUIREMENTS .............................................. 53

ARTICLE 8. SIGNATURE PAGE ............................................................... 54

EXHIBIT 1: SCOPE OF SERVICES .......................................................... 56

EXHIBIT 2: SCHEDULE OF COMPENSATION ........................................ 57

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE ............................ 58

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S) .......... 59

EXHIBIT 5: MBE / WBE COMPLIANCE PLAN .......................................... 60

EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612) ......... 61
ARTICLE 1. INTRODUCTION
This Contract is entered into as of the _________ day of ____________, 20___ (“Effective Date”) by and between __________________________, a ______________ corporation (“Contractor”), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation (“City”), at Chicago, Illinois.

The City, through the Chicago Department of Aviation (“CDA”) issued a Request for Proposals (“RFP”) for Airside (Secure) Custodial Services for O’Hare International Airport on ______, 2019. The RFP sought to identify the most qualified provider of custodial services that utilized enhanced technology to execute its services, demonstrated commitment to sustainability, prioritized customer service, and operated through streamlined processes in its delivery of services. Contractor submitted a proposal in response to the RFP (“Proposal”), which was ranked in comparison to the other proposals received according to the criteria listed in the RFP. Based on that ranking, Contractor was selected to negotiate and finalize an agreement with the City and CDA, resulting in this agreement (the “Agreement”).

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

ARTICLE 2. INCORPORATION OF EXHIBITS:
The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Certificate of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: Sexual Harassment Policy Affidavit (MCC 2-92-612)
ARTICLE 3. STANDARD TERMS AND CONDITIONS


3.1.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".
"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Department" means the City of Chicago Department of Aviation or other City department ordering services under this Contract.

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

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

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

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

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

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

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

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

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

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

3.1.2.2. Interpretation and Rules

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

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

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

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

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

3.1.3. **Subcontracting and Assignment**

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

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

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. Assign
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. 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 Aviation, 10510 W. Zemke Road, Chicago, IL 60666, 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, or, in the case of a contract for ongoing professional services, other written notice to proceed in conformity with the Scope of Work and requirements of the Contract Documents. Any work, services, or goods provided by the Contractor without a Purchase Order or notice to proceed as described above, is made at the Contractor’s risk. Consequently, in the event such Purchase Order or notice to proceed 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 or proper notice to proceed.

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 Blanket Release 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 in conformity with the Contract Documents 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

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:


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 0. 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.

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);
- 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 3.3.4.1, "Compliance With Regulations" through 3.3.4.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements
3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally
Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.
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 2014-1; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, (4) the highest applicable State or Federal minimum wage, or (5) the highest applicable rate specified in the Scope of Work and Detailed Specifications.
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 rules or regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2019 is **$14.10 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 Contractors 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 rules and/or 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 $12.88. The current rate can be found on the Department of Procurement Services’ website.

Note: As of July 1, 2019, 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, 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

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, any agency of the federal government or 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 (MCC 2-92-612)**
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.

3.3.10.11. Policy on Non-Disclosure of Salary History (MCC 2-92-385)

This section applies if this Contract was advertised on or after August 25, 2018.

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

“Contract” means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

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

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

(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant’s prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

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

Contractor’s affidavit is included in Appendix C to Contractor’s Economic Disclosure Statement.
If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action’s impact on the Contractor’s MBE or WBE subcontractors.

3.3.11. 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.


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 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 "Rules of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:
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 badge 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.

3.6.2. Emergency Management and Communications (OEMC) Security Requirements
3.6.2.1. Identification of Workers and Vehicles
All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

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

Before beginning work on the project, Contractor must:

- Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- Deliver to the City consent forms signed by all employees who will work on the project consenting to the City’s and the Contractor’s performance of the background checks described in this Section; and
- Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

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

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

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

3.6.2.3. Security Badges and Vehicle Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.

B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

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

3.6.4.1. Identification of Workers and Vehicles

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

3.6.4.2. Access to Facilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.4.4. Gates and Fences

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

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

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

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

3.6.4.5 Hazardous or Illegal Materials
Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.
ARTICLE 4. TERMS FOR MANAGEMENT SERVICES

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.

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 must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and
Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

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.

4.2.7. 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.

4.2.1. 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.

4.2.2. 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.

### 4.2.3. 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 compensated in accordance with the Schedule of Compensation, attached as Exhibit 2.

### 4.4. Reimbursement for Travel

Reimbursable travel is not anticipated to be necessary for the performance of this Contract; travel by Contractor personnel to and from worksites will be part of Contractor's overall pricing. In the event that reimbursable travel is required and is authorized by the City, travel expenses will reimbursed only in accordance with the City of Chicago Travel Reimbursement Guidelines current at the time of travel. The Guidelines may be downloaded from the Internet at: [http://www.cityofchicago.org/Forms](http://www.cityofchicago.org/Forms).

The direct link is: [http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf)

### 4.5. 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.

4.6. Ownership of Documents
Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor’s or any Subcontractor’s possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor’s expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

4.7. Copyright Ownership and other Intellectual Property
Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

4.7.1. Patents
If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention,
improvement, or discovery is patentable under the laws of the United States of America or any foreign
country, the Contractor must notify the City immediately and provide the City a detailed report
regarding such invention, improvement, or discovery. If the City determines that patent protection for
such invention, improvement, or discovery should be sought, Contractor agrees to seek patent
protection for such invention, improvement, or discovery and to fully cooperate with the City
throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any
invention, improvement, or discovery developed under this Contract and any patent rights to which the
Contractor purchases ownership with funds provided to it under this Contract.

4.7.2. Indemnity
Without limiting any of its other obligations under this Contract and in addition to any other obligations
to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold
harmless the City, and if this Contract is federally funded the Federal Government, and their respective
officers, agents, and employees acting within the scope of their original duties against any liability,
including costs and expenses, resulting from any willful or intentional violation by the Contractor of
proprietary rights, copyrights, or right of privacy, arising out of the publication, translation,
reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The
Contractor is not required to indemnify the City or Federal Government for any such liability arising out
of the wrongful acts of employees or agents of the City or Federal Government.

4.8. Approvals
Whenever Contractor is required to obtain prior written approval, the effect of any approval that may be
granted pursuant to Contractor's request is prospective only from the later of the date approval was
requested or the date on which the action for which the approval was sought is to begin. In no event is
approval permitted to apply retroactively to a date before the approval was requested.

4.9. Cooperation with the City
Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Contract
is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to
assure an orderly transition to another provider of the services, if any, orderly demobilization of its own
operations in connection with the services, uninterrupted provision of services during any transition period
and must otherwise comply with the reasonable requests and requirements of the City in connection with
the termination or expiration.

4.10. Cooperation with Other Contractors
Contractor understands that a separate Contract has, or will be awarded, to another contractor for similar
services as stated herein. Where practical and in the best interests of the City, Contractor, and any sub-
contractors or vendors, are fully expected to collaborate and cooperate with other contractor(s) that may be
performing related services in other areas of the airport, including but not limited to the Contractor engaged
under the separate Custodial Services contract. Activities CDA may request Contractor to collaborate with
this other contractor on include, but are not limited to: developing specifications and proposals for
technology, purchasing certain supplies or materials jointly, and attending coordination meetings with
adjacent contractors to coordinate work activities.
ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services
This Contract is for custodial services for the City of Chicago, Chicago Department of Aviation (CDA) at O'Hare International Airport and its facilities on a 24 hours a day, 7 days per week, 365 days a year basis and includes all weekends and holidays.

More specifically, the Services that Consultant must provide are described in Exhibit 1, "Scope of Services."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

5.2. List of Key Personnel
Key Personnel are (or are listed in) ____________________________.

5.3. Term of Performance
This Contract takes effect as of the Effective Date and continues for five (5) years, unless terminated earlier or extended pursuant to the terms of this contract.

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

5.4. Labor

5.4.1. Adequate Staffing
Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

5.4.2. Key Personnel
In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor’s Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

5.4.3. Salaries and Wages
Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.
5.5. Payment

5.5.1. Basis of Payment
The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance found in Article 6, Special Conditions Regarding Minority Business Enterprise Commitment And Women Business Enterprise Commitment For Target Market Contracts."

5.5.2. Method of Payment
Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

5.5.3. Centralized Invoice Processing
Unless stated otherwise in the Detailed Specifications, 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, City Hall
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.

Contractor must not submit invoices for less than $500 unless a particular invoice is for last payment related to closeout of services.

5.5.4. Criteria for payment
The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

5.6. Funding
The source of funds for payments under this Contract is Fund number _______________. Payments under this Agreement must not exceed $____________, without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.
ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR TARGET MARKET CONTRACTS

Placeholder. See RFP Exhibit 3.
ARTICLE 7. INSURANCE REQUIREMENTS

Blank page as placeholder.
ARTICLE 8. SIGNATURE PAGE

Contract Number: <<click and type number>>
Specification Number: <<click and type number>>
Contractor (Vendor) Name: <<click and type name>>
Total Amount (Value): <<click and type number>>
Fund Chargeable: <<click and type number>>

SIGNED at Chicago, Illinois:

CONTRACTOR:
<<click and type name>>

By: ____________________________________________
Name: __________________________________________
Its: ____________________________________________
Attest: _________________________________________

State of ________________________________; County of ________________________________
This instrument was acknowledged before me on ___________ (date) by ______________________________
as President (or other authorized officer) and ______________________________ as Secretary of
______________________________; ______________________________ (name of party on behalf of whom instrument was executed).

_______________________________________________  Commission Expires
Notary Public

CITY OF CHICAGO

By: ____________________________________________  Date
Mayor

___________________________________________  Date
Comptroller

______________________________________________  Date
Chief Procurement Officer
EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.
EXHIBIT 1: SCOPE OF SERVICES

See Exhibit 1 to RFP, “Scope of Services”
EXHIBIT 2: SCHEDULE OF COMPENSATION

Placeholder. See Exhibit 2 to RFP, Schedule of Compensation
EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

Blank page as placeholder.
EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)

Blank page as placeholder.
EXHIBIT 5: MBE / WBE COMPLIANCE PLAN

Blank page as placeholder.
EXHIBIT 6: 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: ______________________________

(Signature of Authorized Officer): ______________________________

Title of Signatory: ______________________________

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)