REQUEST FOR PROPOSAL (RFP) FOR EXPERT PROFESSIONAL INTEGRITY MONITORING SERVICES

Specification No. 938807

Required for use by:

CITY OF CHICAGO, DEPARTMENT OF AVIATION
Department of Procurement Services

This RFP distributed by:

CITY OF CHICAGO
Department of Procurement Services

All Qualifications and other communications must be addressed and returned to:
Shannon E. Andrews, Chief Procurement Officer
Attention: Christopher DeGard, Senior Procurement Specialist
Telephone: (312) 742-9473
Email: christopher.degard@cityofchicago.org

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

A Pre-Proposal Conference will be held on April 10, 2019, 10:00 A.M. Central Time at the Aviation Administration Building, 10510 W. Zemke Road, Chicago, IL 60666 Attendance is Non-Mandatory but encouraged.

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON May 10, 2019

RAHM EMANUEL
MAYOR

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER
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REQUEST FOR PROPOSAL ("RFP") for
EXPERT PROFESSIONAL INTEGRITY MONITORING SERVICES

Specification No. 938807

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago and its airline partners have agreed to an $8.7 billion capital improvement plan (O’Hare 21) that will transform O’Hare with the biggest terminal expansion ever, adding 25 percent more gate capacity, modernizing existing terminals and improving passengers’ experience. O’Hare 21 consists of various projects of which, some will be delivered using a Construction Manager at Risk (CMAR) delivery method.

The Chicago Department of Aviation (“CDA”), acting through the Department of Procurement Services (“DPS”), invites the submission of Proposals from firms with expertise and experience in Integrity Monitoring Services.

Integrity Monitoring Services

Integrity monitoring is typically used by a municipality to ensure that a contractor is operating its business in compliance with the law and that anti-fraud procedures are in place. Qualified Respondents will perform tasks to ensure contractors that are doing, or seeking to do business with the CDA, comply with laws, regulations, codes, programs and contractual requirements. These tasks may include, but are not limited to forensic audits, technical field reviews of services and activities required and performed under contract, the development of programs and procedures to prevent and deter fraud, corruption, conflicts of interest and illegal activity by CDA contractors, and background checks of businesses, principals, employees and associated entities or individuals. Integrity Monitoring Services may also be performed in advance of, or in conjunction with an internal or official investigation.

Companies with demonstrated experience in these areas, and with an interest in making their services available to the CDA, are invited to respond to this RFP.

The Services may include the performance of work that may be funded in part or wholly with Federal, State and/or City funds, or by the CDA vendor/contractor that is to be the subject of the integrity monitoring services. Participation of Minority and Women Business Enterprises (MBE/WBE) is a significant factor in the evaluation process.

The selected Respondent(s) (hereinafter “Contractor”) awarded a Professional Services Contract shall perform all tasks and functions associated with the Services as required in this RFP. It is the intent of the CDA to award up to three (3) contracts based on their qualifications and specialized experience as a result of this RFP.

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

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

1.2 Internet Access to this RFP

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

The City expects Respondents to have full access to technology. The City also intends to cut its costs while adhering to environmentally conscious practices; therefore, the City will not provide paper copies of this RFP, Clarifications and/or Addenda.

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

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

The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

II. DEFINITIONS

“Addendum” means a revision of the RFP Documents issued by the Chief Procurement Officer prior to the due date for submitting Proposals.

“Agreement” or “Professional Services Contract” means the contract, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms and conditions as attached in Exhibit 8 of this RFP and entered between the Contractor and City of Chicago.

“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.
“Chief Procurement Officer” (CPO) means the Chief Procurement Officer for the City of Chicago, Department of Procurement Services (DPS).

“Commissioner” means the chief executive officer of City of Chicago Department of Aviation.

“Department” means the City of Chicago Department of Aviation (CDA), Office of Inspector General, or other participating City departments as defined.

“EC” means the City Evaluation Committee appointed to review and assess all Proposals and make its recommendations to the Commissioner and the Office of Inspector General concerning its evaluations.

“Inspector General” means the chief executive officer for the City of Chicago, Office of Inspector General (OIG).

“O’Hare 21” means the multibillion-dollar Capital Improvement Project to deliver: improved services, provide greater connectivity and fewer delays for passengers; expanded gate capacity; enhance technology and provide new amenities.

“Proposal” is the written content and documents submitted by a Respondent in response to this RFP.

“Respondent” means the companies or individuals who submit their Proposal in response to this RFP.

“Selected Respondent” means the awardee or awardees of the contract from this RFP.

“Services” means performance of all tasks, activities and deliverables associated with individual agreements as performed by qualified and licensed personnel of the Contractor for the Services described in Exhibit 1, Scope of Services.

III. SCOPE OF SERVICES

This RFP is for services related to O’Hare 21. Up to three (3) vendors will be awarded an agreement for Professional Services, whereby an estimated maximum compensation limit will be established for the duration of the contract term and adjusted by amendment, if necessary. Typically, for contracting monitoring purposes, the CDA will be the contracting party, with payment made to the integrity monitor directly by the contractor being monitored following review of invoiced services by CDA. The City will negotiate compensation schedules with selected vendors prior to contract award and incorporate the rates for both the Contractor as prime contractor and each identified subcontractor, if any, into the Agreement.

Under O’Hare 21, the CDA will be engaging in a wide variety of business activities, including design, construction, engineering, accounting, auditing, forensic accounting, procurement, payroll, compliance, real estate transactions, leases, economic development, grants, and complex financial transactions. From time to time, situations arise that require the services of an “Integrity Monitor” (IM) to help ensure that the City’s business activities are conducted with the highest ethical standards, and are free from unethical, improper, or illegal conduct. An IM is an entity or group of entities (or individuals) with legal, auditing, investigative, loss prevention, and/or other technical skills, which provides oversight for specified vendors, projects, or matters.

To effectively monitor for integrity risks the IM must understand the types of corruption and fraud that
may occur, as well as the safety and environmental schemes that can be committed by vendors. The team must also have the expertise and industry knowledge to allow it to create proactive, customized solutions to prevent or deter fraud, corruption and/or safety/environmental violations from occurring, while not inhibiting the project’s schedule, cost, or contractor performance. It is anticipated that the Integrity Monitor team would have sophisticated legal, auditing, investigative, and loss prevention skills with particular expertise in the investigation and prosecution of construction, labor, and environmental fraud schemes. The team would also include individuals with expertise in construction management, architecture, engineering, accounting, auditing, forensic accounting procurement, payroll, compliance real estate transactions, leases, complex financial transactions and safety compliance.

The CDA will retain up to three (3) IM(s) for Construction Manager(s) at Risk (CMAR) as part of O’Hare 21. The IMs will report to an Integrity Monitor Committee which will be comprised of members of the City’s Department of Aviation, Department of Procurement Services and the Office of Inspector General.

3.1 Respondent Requirement

The Respondent must have a minimum of three (3) years of experience performing Integrity Monitoring Services, including but not limited to the categories of services defined above in fields such as Design, Construction, Engineering, Environmental, Labor, Information Technology, Procurement, Real Estate, Accounting, Auditing, and Forensic Auditing, Security, Safety, or Transportation.

3.2 Description of Services

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

3.3 Contract Term

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years with up to five (5) years of extension options which may be exercised for any period or increment or until substantial completion of work orders to ensure continuity of services thereof.

3.4 MBE/WBE Participation

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent’s proposed MBE/WBE direct participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) participation goal is 25% and the minimum Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 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 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-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be scanned and uploaded. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive. Note: Keep the original Schedules; the City will require them in the event of contract award.

In order to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City’s MBE/WBE Directory Database on the City’s website: www.cityofchicago.org/Procurement.

IV. GENERAL INFORMATION AND GUIDELINES

4.1 Communications Between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services ("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, and must refer to “Request for Proposal (RFP) for Expert Professional Integrity Monitoring Services, Specification No. 938807.” The specification number must appear in the subject line of the e-mail. No telephone calls will be accepted.

All questions and requests for clarifications must be submitted no later than 4:00 p.m., Central Time, on April 12, 2019 or no response will be provided except at the sole discretion of the Chief of Procurement Officer. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process.

B. Pre-Proposal Conference

The City will hold a pre-submittal conference at the Aviation’s Administration Building located at 10510 W. Zemke Road, Chicago, Illinois 60666 on April 10, 2019 at 10:00 a.m., Central Time. Attendance is not mandatory however it is strongly encouraged. The City will address questions regarding the RFP at the pre-proposal conference, and may respond both to questions or requests for clarification submitted on the day of the conference, and to questions submitted prior to the conference date. However, Respondent may only rely on written addenda and/or clarifications. 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.
4.2 Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposal responses must be received by the City of Chicago in the City's Bid & Bond Room (Room 103, City Hall) no later than 4:00 P.M., Central Time on May 10, 2019. The Bid & Bond Room can be reached at telephone number 312-744-9773.

2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 4.2.1 above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Proposal responses.

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

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

4. Respondent must submit 1 hardcopy original, 10 electronic copies in a searchable pdf format on USB drives and 1 redacted copy on a USB drive as outlined in Section 4.6.

   The original documents must be clearly marked as “ORIGINAL” and must bear the original signature of an authorized officer of the business entity on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.

5. The outside of each sealed envelope or box must be labeled as follows:

   Proposal Enclosed
   Request for Proposal (RFP) for Expert Professional Integrity Monitoring Services
   Specification No. 938807
   Due: 4:00 p.m. Central Time, May 10, 2019
   Submitted by: (Name of Respondent)
   Package _____ of _____

6. The City’s opening of Respondent’s sealed envelope(s) or package(s) containing a Proposal submittal 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 if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the RFP
to which Respondent has responded, determine if a Proposal response was submitted by the date and time specified herein.

4.3 RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be in the following areas of the City’s website: www.cityofchicago.org/Procurement
- Search MBE/WBE Directory Database
- Pre-Submittal Conference Attendees
- Addenda and Exhibits, if any.

4.4 Procurement Timetable

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

Advertisement of Request for Proposal………………………………………………………March 29, 2019
Pre-Proposal Conference…………………………………………………………………April 10, 2019
Question Cut-Off Date……………………………………………………………………April 12, 2019
Proposals Due ………………………………………………………………………………..May 10, 2019

4.5 Conflicts of Interests

For the purposes of this 4.5 only, the term “Respondent” shall mean the entities that submit Proposals in response to this RFP.

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

1. The following parties are ineligible for consideration for award of this Agreement and may not participate on the Agreement as a subcontractor:

   a. Firms falling into any of the below categories, as well as any of such firms’ joint venture partners (if a joint venture), members (if a limited liability company), and subcontractors (all such firms being “Covered Entities”):

      i. Firms awarded contracts under Specification 376113, “Request for Qualifications (RFQ) For Construction Management At-Risk Services for O’Hare 21 at O’Hare International Airport” (these are currently in final negotiation, pending award);

      ii. Connect Chicago Alliance, a joint venture, which serves as the TAP Program Management Office (PMO);

      iii. Firm(s) awarded contracts under Specification 428915, “Request for Qualifications for Lead Architectural Design Services”; and
iv. Firms awarded any other designs or involved in any design team, for other and or additional CMAR work; and

b. Any Affiliate (as such term is defined below) of any Covered Entity.

As used above, an “Affiliate” is a Respondent that has common ownership, whether directly or indirectly, with a Covered Entity (including, without limitation, if they are subsidiaries of the same parent company); however, if any institutional investor owns less than 10% of both the Respondent and the Covered Entity, such ownership will not render the Respondent an Affiliate of the Covered Entity.

2. Additional Ineligible Parties. Additional parties ineligible for award of this Agreement, and ineligible for participation as a subcontractor on this Agreement, include firms involved in the planning process which formulated the TAP development program including:

a. Ricondo and Associates
b. Landrum & Brown
c. Entities that represented the Airlines during negotiations for the Use & Lease Agreement

3. Conflict of Interest Evaluations

a. The Evaluation Committee (“EC”) will consider any information regarding Respondent, including information contained in a 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.

b. Notwithstanding the above, Respondents are urged to be open and flexible in developing their teams. Given the fluid nature and magnitude of this program, conflicts may arise throughout the program that were not considered previously.

c. The City reserves the right to evaluate potential conflicts of interests, if any, not set forth above that could present a conflict in the performance of the Services. With respect to the evaluation of potential conflicts of interest, 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.
4.6 Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Proposal submissions, 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 a Proposal submission which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of a Proposal submission as confidential, Respondent must:

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

B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal submission."

C. Provide a USB drive with a redacted copy of the entire 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.

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

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

V. PREPARING PROPOSALS: REQUIRED INFORMATION

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

5.1 Format of Proposals

Proposal response must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. **Submit 1 hardcopy original, 10 electronic copies in a searchable pdf format on USB drives and 1 redacted copy on a USB drive.**
Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below in Section 5.2.

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

5.2 **Required Contents of Proposal**

Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Cost Proposal/Compensation Schedule in *Exhibit 6* is required to facilitate equitable comparisons.

At a minimum, the Proposal must include the following items:

5.2.1. **Cover Letter – limit of three (3) pages**

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

(i) Indicate the number of years the company has been in business and provide an overview of the experience and background of the company and its key personnel committed to providing Services.

(iii) Identify the legal name of the company, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.

(iv) Indicate the name, telephone number(s) and e-mail address of the principal contact for this submittal, oral presentation or negotiations.

(v) Include a statement of any objections or comments, to the City of Chicago’s standard contract terms and conditions as stipulated in the Sample Professional Services Contract in *Exhibit 8* of this RFP.

(vi) Acknowledge receipt of Addendum issued by the City, if any.
5.2.2. **Executive Summary - limit of three (3) pages**

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

5.2.3. **Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to Integrity Monitoring Services. - limit of eight (8) pages for this section**

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

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

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

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

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

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

(i) Schedule B, if joint venture includes City of Chicago or Cook County certified MBE/WBE firm(s), as applicable. For MBE/WBE firms see Exhibit 5.

(ii) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture as shown in Exhibit 4.

(iii) Insurance certificate in the name of the joint venture business entity.
B. Company References/Client Profile Information (See Form in Exhibit 3)

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

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

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

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

C. Capacity to Perform City Project

Describe how any uncompleted projects and/or contractual commitments to other clients will affect the Respondent’s ability to deliver services, capacity to perform within City’s timeline and affect dedicated resources committed to the City’s Project. Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Identify what percentage of the Services will be performed utilizing the Respondent’s own workforce, equipment and facilities and what percentage of work will be subcontracted.

D. Business License/Authority to do Business in Illinois

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

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

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

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

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

5.2.4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services - limit of three (3) pages

Respondent must provide a summary of individuals who will be dedicated to the Services. For each key person identified, Respondent must provide the following information:

(i) Summary of the key personnel who will be dedicated to the Services as proposed for the master agreement.

(ii) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.

(iii) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP. Respondent must provide the following information:

a) Title and reporting responsibility.
b) Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
c) Pertinent areas of expertise and past experience
d) Base location (local facility, as applicable)
e) Resumes or corporate personnel profiles which describe their overall experience and expertise.
In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (executives, project managers and key staff, etc.). Add any other types of staff/personnel whom the Respondent may propose for any project. The City recognizes that key personnel and corresponding staffing plans will vary depending upon the project scope, but the City seeks to determine the qualifications of proposed key personnel.

5.2.5. **Approach, Strategy and Methodology for Implementing Engagements - limit of three (3) pages**

**A. Approach to Implementing Services**

Respondent must describe the policies and procedures, strategies and methodology for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

**B. Organization Chart**

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

**C. Dedicated Resources**

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

5.2.6 **Cost Proposal/Schedule of Compensation**

The Respondent must provide pricing information in the format and content outlined in Exhibit 6 in order for the Respondent’s Proposal to be considered responsive to this section and to facilitate equitable cost comparisons. Proposals that fail to include cost proposal information in Exhibit 6 will be rejected as incomplete and deemed non-responsive.

For purposes of comparing costs among Respondents, Respondent must not deviate from the cost table outlined in Exhibit 6. The City reserves the right to negotiate a final fixed price, terms and conditions with selected Respondent(s).
5.2.7. **Minority and Women Business Enterprises Commitment**

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent’s proposed MBE/WBE direct participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) participation goal is 25% and the minimum Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 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 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-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be scanned and uploaded. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive. Note: Keep the original Schedules; the City will require them in the event of contract award.

In order to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City’s MBE/WBE Directory Database on the City’s website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement).

5.2.8. **Financial Statements**

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

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

At a minimum, unaudited financial statements must include the balance sheets and income statements (or equivalent) for the last three years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.
5.2.9. Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit an on-line completed and executed Disclosure Affidavit (see Exhibit 4 of this RFP). If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete an on-line 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 (EDS) as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. All affidavits must be notarized.

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.

5.2.10. Legal Actions

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

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

The City reserves the right to request similar legal action information from Respondent’s team members during the evaluation process. Additionally, Respondents must provide a waiver of confidentiality so that information may be obtained from other public bodies.
5.2.11. Insurance

Respondent must include a statement that they can comply with the City’s insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

5.2.12 City of Chicago Sexual Harassment Policy Affidavit

Respondent must complete and submit the form that is attached to this RFP as Exhibit 9 to evidence Respondent’s compliance with the City of Chicago’s Sexual Harassment Policy.

VI. EVALUATING PROPOSALS

6.1 Evaluation Process

An Evaluation Committee, which will include representatives from the Department of Aviation and the Department of Procurement Services, Office of Inspector General and may include representatives of other departments of the City (“Evaluation Committee” or “EC”) or sister agencies will review and evaluate the Proposals, as described below.

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

Phase I Preliminary Proposal Assessment
Phase II Proposal Evaluation
Phase III Site Visits, Products/System Demonstration and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment

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

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Proposal meets the requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation and management plan, cost proposal/compensation schedule, and other factors based on the evaluation criteria outlined in Section 6.2, Evaluation Criteria.

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

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 Proposal and eliminate the Respondent from further consideration.

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

6.2 Evaluation Criteria

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

A. Professional and Technical Competence:

1. Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.

2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).

3. Professional Qualifications and Specialized Experience of Respondent’s Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.

4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Evaluation Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent’s record of performance.

B. Quality, Comprehensiveness and Adequacy of the proposed Approach, Strategy and Methodology for Implementing Engagements.

The Evaluation Committee will review each Proposal response for the Respondent’s understanding of the objectives of the Services and how these objectives may be best
accomplished. Each Respondent will be evaluated on their overall strategy, methodology and approach to implementing engagements.

C. Cost Proposal/Schedule of Compensation - The City will consider the degree to which Respondent adheres to the Compensation Schedule in [Exhibit 6].

D. MBE/WBE Compliance Plan – Respondents will be graded on a pass/fail basis whether they meet the compliance requirements and goals identified in [Exhibit 5].

E. Legal Actions – The EC will consider legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

F. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

G. Insurance - Respondent should include a statement that they can comply with the City’s insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached [Exhibit 7].

H. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in [Exhibit 4].

I. Degree to which the Respondent accepts the City’s Terms and Conditions in the sample Professional Services Contract in [Exhibit 8] enabling the City to successfully negotiate a contract.

J. Conflict of Interest – The 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 satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

VII. SELECTION PROCESS

After the Evaluation Committee (“EC”) completes its review of Proposals in Phase II, it may submit to the Commissioner and Office of Inspector General a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner and Office of Inspector General, those short-listed Respondents may be
subject to a site visit, product/system demonstration and/or be invited to appear before the 
Evaluation Committee for an oral presentation to clarify in more detail information that was 
submitted in Respondent’s Proposal; and/or to ask Respondent to respond to additional 
questions.

Following oral presentations, the Evaluation Committee will make a final evaluation of the 
Respondents and submit its recommendation to the Commissioner and Office of Inspector 
General. Such recommendation may be to enter into negotiations with only one Respondent or 
may be to enter into negotiations with more than one Respondent.

Upon receipt of the EC’s recommendation, the Commissioner and Office of Inspector General 
will submit a decision (concurrency or rejection of the EC’s recommendation) to the Chief 
Procurement Officer. The Chief Procurement Officer shall then consider the Commissioner’s 
and Office of Inspector General’s recommendation and exercise her authority to either notify 
the Respondent(s) to enter into contract negotiations or reject the recommendation and offer 
alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. In order 
to award a contract that represents the best value to the City, as determined by the 
Commissioner and Office of Inspector General, the City reserves the right to enter into 
concurrent competitive price negotiations with one or more qualified Respondent(s). The City’s 
requirement that a selected Respondent negotiate is not a commitment by the City to award a 
contract.

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

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

8.1 Addenda

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

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

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

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or

2. Responses to questions and requests for clarification raised at the Pre-Submittal Conference; or

3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV. 4.1 A herein.

8.2 City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFP or as may otherwise be so required.

8.3 No Liability for Costs

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

8.4 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 any contract resulting from this RFP, and under any other contract for which no opportunity to cure will be granted. Such breach and default entitle the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any other contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

8.5 False Statements

(a) 1-21-010 False Statements

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

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)
(b) 1-21-020 Aiding and Abetting.

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

(c) 1-21-030 Enforcement.

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

8.6 Title IV 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

GENERAL SCOPE OF SERVICES FOR INTEGRITY MONITORING SERVICES

The IM will coordinate its activities with the Integrity Monitor Committee. When performing its duties, the IM will likely need to consult with CDA, DPS, OIG, other City staff, law enforcement officers, other Integrity Monitors, private entities, and/or the staff of monitored entities. As requested and directed by the Integrity Monitor Committee, the IM may be tasked to:

1. Ensure contractors’ and subcontractors’ compliance with laws, regulations, codes, programs, contractual requirements, agreements, certifications, and affidavits, including the submission of required periodic certifications and other requested reports to the City.

2. Develop, review, and implement:
   a. Programs and procedures to prevent and deter fraud, corruption, conflicts of interest, and illegal activity by entities doing, or seeking to do, business with the City;
   b. Best practices for a Code of Business Ethics, a Zero Tolerance policy, an ethics training program; and
   c. Processes and programs for facilitating the reporting of illegal and improper conduct, including measures such as education and awareness through posters, leaflets, hotlines, and worksite postings.

3. Analyze and investigate:
   a. Risks inherent in all pre-construction, construction, and post-construction procedures, including but not limited to the procurement process, invoice procedures; and
   b. In coordination with OIG, allegations of fraud or misconduct.

DETAILED SCOPE OF SERVICES

As requested and when tasked by the Integrity Monitor Committee, the IM will:

Risk Analysis and Compliance Program Development

1. Review and analyze the risks inherent in all pre-construction, construction, and post-construction procedures, including but not limited to the procurement process, invoice procedures, and environmental and safety compliance.

2. Recommend and implement procedures designed to mitigate risks identified, including:
   a. Programs and procedures to prevent and deter fraud, corruption, conflicts of interest, and illegal activity by entities doing, or seeking to do, business with the City;
   b. Best practices for a Code of Business Ethics, a Zero Tolerance policy, an ethics training program; and
c. Processes and programs for facilitating the reporting of illegal and improper conduct, including measures such as education and awareness through posters, leaflets, hotlines, and worksite postings.

3. Review contractors’ and subcontractors’ loss prevention policies and monitoring programs to identify gaps and deficiencies and provide recommendations for correcting these areas of risk and improving the integrity of the affected areas.

On-site Monitoring

4. Conduct on-site inspections of work, inspections of the make-up and use of labor, compliance with collective bargaining agreements, PLA, and M/WBE requirements, compliance with local, state and federal labor laws.

5. Monitor worker safety plans and procedures, and compliance audits of waste disposal facilities and transports.

6. Attend the following:
   a. Pre-construction coordination meetings;
   b. Pre-construction conferences; and
   c. Pre-Bid conferences.

Review, Analysis, and Audit

7. Review the Construction Manager’s budget, including specific budgetary amounts allocated for each trade, general condition and contingency costs, and any changes in scope, holds, contingency, allowances, or other miscellaneous additions or credits.

8. Review the Construction Manager’s records maintenance, with specific attention to documentation and record keeping related to the bidding process, change orders, payment applications, insurance certificates, and environmental and safety records.

9. Conduct forensic reviews of project cost, including the analysis of all requisitions and supporting documentation, payments, change-orders, change-order requisitions and supporting documentation, payments to contractors, subcontractors, vendors, equipment invoices, bond payment reconciliation, certified payroll reports, and site logs, trucking bills.

10. Review documents, including bid submittals, disclosure forms, payment requests, change orders, invoices, certified payrolls, manifests, insurance and bonding forms, that are submitted by Construction Manager, contractors, subcontractors, and vendors to the City for honesty and accuracy. Perform review and analysis with respect to the following:
   a. Form subcontract developed by the Construction Manager to be used for the trade subcontractors
   b. First-tier subcontractor pre-qualification criteria developed by the Construction Manager
   c. Executed subcontract forms
d. Construction Manager's Procurement Plan

e. Subcontracts

f. Construction Manager’s sworn statement submitted monthly with each partial payment application

g. Construction Manager’s MBE/WBE Utilization Report submitted monthly with each partial payment application

h. Construction Manager's certified payrolls, Payroll Summary Report and EEO Reports

i. Policies and procedures developed by the Construction Manager for the resolution of Subcontractor's claims

j. Construction Manager's Monthly Risk Register

k. Contracting procedures developed by the Construction Manager

l. Construction Manager's policies and procedure on Change Order issuance

m. Construction Manager's project close-out procedures.

n. Preliminary and final acceptance procedures/requirements developed by the Construction Manager

o. Trade contractor training to be provided by the Construction Manager

p. Annual Change Order Analysis Reports to be provided by the Construction Manager

q. Construction Manager's analysis of original commitments for MBE/WBE participation versus achieved MBE/WBE participation for closed out projects

r. Construction Manager's bidding and procurement process checklist

s. Construction Manager's records of the bid notification process for each package

t. Additional documentation reviews as part of the tasks assigned to the IM, the CDA shall provide the following documentation for review and information:

i. Construction Manager's proposed schedule of Work;

ii. Construction Manager's proposed schedule of Values for the Work to be performed;

iii. Construction Manager's Subcontractor Payment Certification;

iv. Construction Manager's monthly reports showing the progress of the Work and Cost of the Work;

v. Construction Manager’s Monthly Executive Summary;

vi. Construction Manager’s Monthly Cost Narrative;

vii. Construction Manager’s Monthly Accounting;

viii. Notices of Completion for trade contract work;

ix. Project Baseline Schedule;

x. Project Final Baseline Schedule;

xi. Construction Manager’s Notice of Bid Opportunity;

xii. Copies of written addenda;

xiii. Manufacturer’s Warranties;

xiv. Trade Contractor’s original insurance policies;

xv. Certificates of Substantial Completion of pertinent milestones, phases and overall project completions;

xvi. Contractor's Guarantee;

xvii. Manufacturer’s Warranties;

xviii. Copies of all permits and licenses;

u. Site-Specific Safety Program (“SSSP”); and

v. Construction Manager’s internally approved Construction Manager's Quality Program.
Due Diligence and Investigation

11. Obtain information and perform due diligence on entities performing on the projects.

12. Research relevant public records, database searches, and conduct field interviews.

13. In coordination with OIG, conduct appropriate investigations and inquiries into fraud or other misconduct, which may require interviews, site visits, field activities, records reviews, background checks, etc.

Reporting

14. Prepare and present draft and final reports documenting findings and results of audits, reviews, investigations, and other assigned tasks, and incorporating City comments as appropriate and resubmitting the reports as final.

Other

15. Perform any other activities/services as requested and required by the City which is in relation to this scope of services.
EXHIBIT 2
COMPANY PROFILE INFORMATION

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

(1) Legal Name of Firm: _______________________________________________________

(2) Doing Business under Other Company Name?
   If yes, Name of Company: ___________________________________________________

(3) Headquarters Address: _____________________________________________________

(4) City, State, Zip Code: _____________________________________________________

(5) Web Site Address: _________________________________________________________

(6) Proposed Role:  □ Prime       □ Subcontractor/Subconsultant       □ Joint Venture Partner
   □ Supplier or       □ Other: ________________________________________________

(7) Number of Years in Business: ______________________________________________

(8) Total Number of Employees: _______________________________________________

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

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

(11) Other Products and/or Services:
    ______________________________________________
    ______________________________________________

(12) Briefly describe your firm’s strategy for providing Expert Professional Integrity Monitoring Services for clients:
    ______________________________________________
    ______________________________________________

(13) Briefly describe your firm’s experience with Expert Professional Integrity Monitoring Services for clients:
    ______________________________________________
    ______________________________________________
EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

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

1) Client Name: ___________________________________________________________
2) Address: __________________________________________________________________
3) City, State, Zip Code: ______________________________________________________
4) Project Manager: _________________________________________________________
5) Telephone Number: ______________________________________________________
6) E-mail: __________________________________________________________________
7) Number of Employees in Client Organization: ________________________________
8) Project Scope of Services/Goals: ___________________________________________

9) Contract Award Date: _________________ Completion Date: _________________
10) Initial Contract Amount: $___________ Final Contract Amount: $___________

1) Describe how the client's goals were met. Describe Expert Professional Integrity Monitoring Services offered and implemented. Attach additional pages, as necessary.

__________________________________________________________________________
                                                                                   __________

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

__________________________________________________________________________
                                                                                   __________

3) Is the client still utilizing the Expert Professional Integrity Monitoring Services?

__________________________________________________________________________
                                                                                   __________

4) What was the cost/financing structure of the contract?

__________________________________________________________________________
                                                                                   __________
EXHIBIT 4

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

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

1.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

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

A Proposer that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected, unless a paper EDS and justification is submitted with the bid as described above. Paper EDS forms may be obtained on the City’s website at:


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 Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: __________________

1.4. ONLINE EDS CERTIFICATION OF FILING

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

A Proposer 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:

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

- 1. Invitation number, if you were provided with an invitation number.
- 2. Site address that is specific to this EDS.
- 3. Contact that is responsible for this EDS.
- 4. EDS document from previous years, if available.
- 5. Ownership structure, and if applicable, owners’ company information:
  - a. % of ownership
  - b. Legal Name
  - c. FEIN/SSN
  - d. City of Chicago Vendor Number, if available.
  - e. Address
- 6. List of directors, officers, titleholders, etc. (if applicable).
- 7. For partnerships/LLC/LLP/Joint ventures, etc.:
Items #8 and #9 are needed ONLY for contract related EDS documents:

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

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

1.7. **EDS FREQUENTLY ASKED QUESTIONS**

Q: Where do I file?

A: The web link for the Online EDS is [https://webapps.cityofchicago.org/EDSWeb](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-activate 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
• 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 XIP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.
MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

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

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

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

<table>
<thead>
<tr>
<th>MBE Percentage</th>
<th>WBE Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>5%</td>
</tr>
</tbody>
</table>

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor’s status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.
Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder’s compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

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.

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
"Direct Participation" 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 considered in a Good Faith Efforts determination more than once against a contractor’s MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

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

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


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

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

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint
The joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
   i. The MBE or WBE joint venture partner’s share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
   ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
   iii. Each joint venture partner executes the bid to the City; and
   iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm’s percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the bidder’s Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE’s or WBE’s responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:
   i. The parties’ contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
   ii. Work items to be performed by the MBE’s or WBE’s own forces and/or work to be performed by employees of the newly formed joint venture entity;
   iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
   iv. The MBE’s or WBE’s commitment of management, supervisory, and operative personnel to the performance of the contract.
NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder’s compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder’s compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

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

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

ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.

b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).

c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE’s or WBE’s own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
d. **If the MBE or WBE is a manufacturer:** 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

e. **If the MBE or WBE is a distributor or supplier:** 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

f. **If the MBE or WBE is a broker:**
   i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
   
   ii. As defined above, Brokers provide no commercially useful function.

g. **If the MBE or WBE is a member of the joint venture contractor/bidder:**
   i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
   
   ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm’s percentage of participation in the joint venture as described in the Schedule B.
   
   iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.

h. **If the MBE or WBE subcontracts out any of its work:**
   i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
   
   ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
   
   iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
   
   iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
   
   v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. **Regulations Governing Reductions to or Waiver of MBE/WBE Goals**
The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder’s letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

1.5.1. Direct Participation

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

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

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

2. A listing of all MBE/WBE firms contacted that includes:
   - Name, address, telephone number and email of MBE/WBE firms solicited;
   - Date and time of contact;
   - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)

3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
EXHIBIT 5

- Project identification and location;
- Classification/commodity of work items for which quotations were sought;
- Date, item and location for acceptance of subcontractor bid proposals;
- Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- Affirmation that Good Faith Efforts have been demonstrated by:
  - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
  - not imposing any limiting conditions which were not mandatory for all subcontractors; and
  - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
  - documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor’s quote is excessively costly, the bidder must provide the following information:

1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
   - A listing of all potential subcontractors contacted for a quotation on that work item;
   - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
   - The City’s estimate for the work under a specific subcontract;
   - The bidder’s own estimate for the work under the subcontract;
   - An average of the bona fide prices quoted for the subcontract;
   - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

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

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 1.5 “Regulations Governing Reductions to or Waiver of MBE/WBE Goals) shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City.

This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

1.6. Procedure to Determine Bid Compliance

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

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

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.
The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule C-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms.

Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) **Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

If the bidder’s MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3 “Joint Ventures,” above. In order to demonstrate the MBE/WBE partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner’s authority to contractually obligate the joint venture and each partner’s authority to expend joint venture funds (e.g., check signing authority).

(4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 “Regulations Governing Reductions to or Waiver of MBE/WBE Goals” herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those
presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

1.7. Reporting Requirements During the Term of the Contract

a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

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

c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor’s books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor’s compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor’s own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

a) Unavailability after receipt of reasonable notice to proceed;
b) Failure of performance;
c) Financial incapacity;
d) Refusal by the subcontractor to honor the bid or proposal price or scope;
e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
g) The subcontractor’s withdrawal of its bid or proposal; or
h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
i) Termination of a Mentor Protégé Agreement.

1.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific
Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder’s or contractor’s receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

1.9. Non-Compliance and Damages
Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor’s control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

1.10. Arbitration
a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney’s fees, being recoverable by a prevailing MBE/WBE in accordance with
these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the 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, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.

d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. **Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.
1.12. Attachments and Schedules
The following attachments and schedules follow, they may also be downloaded from the Internet at:
http://www.cityofchicago.org/forms
- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization
Attachment A – Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

*Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<table>
<thead>
<tr>
<th>Assist Agency</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Web</th>
<th>Maintains list of certified firms</th>
<th>Provides training for businesses</th>
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<tr>
<td>51st Street Business Association</td>
<td>220 E. 51st Street, Chicago, IL 60615</td>
<td>773-285-3401</td>
<td>773-285-3407</td>
<td><a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a></td>
<td><a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a></td>
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<td>African American Contractors Association - AACA</td>
<td>P.O. Box #19670, Chicago, IL 60619</td>
<td>312-915-5960</td>
<td><a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a></td>
<td><a href="http://www.aacanatl.org">www.aacanatl.org</a></td>
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<tr>
<td>Angel of God Resource Center, Inc.</td>
<td>14527 S. Halsted, Chicago, IL 60627</td>
<td>708-392-9323</td>
<td>708-880-0121</td>
<td><a href="mailto:asmith5283@yahoo.com">asmith5283@yahoo.com</a>; <a href="mailto:aogrc@angelofgodresourcecenter.org">aogrc@angelofgodresourcecenter.org</a></td>
<td><a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a></td>
<td>No</td>
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<tr>
<td>Association of Asian Construction Enterprises</td>
<td>5677 W. Howard, Niles, IL 60714</td>
<td>847-673-7377</td>
<td>847-673-2358</td>
<td><a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></td>
<td><a href="http://www.aacanatl.org">www.aacanatl.org</a></td>
<td>Yes</td>
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<tr>
<td>Austin African American Business Networking Assoc.</td>
<td>5820 W. Chicago Ave., Chicago, IL 60651</td>
<td>773-626-4497</td>
<td>708-389-5735</td>
<td><a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a></td>
<td><a href="http://www.aaacn.org">www.aaacn.org</a></td>
<td>No</td>
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<tr>
<td>Black Contractors United</td>
<td>12000 S. Marshfield Ave., Calumet Park, IL 60827</td>
<td>708-389-5735</td>
<td>708-389-5735</td>
<td><a href="mailto:bcunewera@att.net">bcunewera@att.net</a></td>
<td><a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></td>
<td>Yes</td>
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<tr>
<td>Business Leadership Council</td>
<td>230 W. Monroe Street, Ste 2650, Chicago, IL 60606</td>
<td>312-628-7844</td>
<td>312-628-7843</td>
<td><a href="mailto:Karen.r@businessleadershipcouncil.org">Karen.r@businessleadershipcouncil.org</a></td>
<td><a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a></td>
<td>Yes</td>
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<tr>
<td>LGBT Chamber of Commerce of Illinois</td>
<td>3179 N. Clark St., 2nd Floor, Chicago, IL 60657</td>
<td>773-303-0167</td>
<td>773-303-0168</td>
<td><a href="mailto:jholston@lgbtcc.com">jholston@lgbtcc.com</a></td>
<td><a href="http://www.lgbtcc.com">www.lgbtcc.com</a></td>
<td>Yes</td>
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<td>Organization Name</td>
<td>Address</td>
<td>Phone</td>
<td>Fax</td>
<td>Email</td>
<td>Website</td>
<td>Maintains list of certified firms:</td>
<td>Provides training for businesses:</td>
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<td>Chatham Business Association Small Business Dev.</td>
<td>800 E. 78th Street</td>
<td>773-994-5006</td>
<td>773-855-8905</td>
<td><a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a></td>
<td><a href="http://www.cbaworks.org">www.cbaworks.org</a></td>
<td>Yes</td>
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<td>Chicago, IL 60619</td>
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<tr>
<td>Chicago Minority Supplier Development Council Inc.</td>
<td>105 W. Adams, Suite 2300</td>
<td>312-755-2550</td>
<td>312-755-8890</td>
<td><a href="mailto:pbarreda@chicagomsdc.org">pbarreda@chicagomsdc.org</a></td>
<td><a href="http://www.chicagomsdc.org">www.chicagomsdc.org</a></td>
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<tr>
<td></td>
<td>Chicago, IL 60603-6233</td>
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<tr>
<td>Chicago Urban League</td>
<td>4510 S. Michigan Ave.</td>
<td>773-624-8810</td>
<td>773-451-3579</td>
<td><a href="mailto:sbrinstom@thechicagourbanleague.org">sbrinstom@thechicagourbanleague.org</a></td>
<td><a href="http://www.cul-chicago.org">www.cul-chicago.org</a></td>
<td>Yes</td>
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<tr>
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<td>Chicago, IL 60653</td>
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<tr>
<td>Contractor Advisors Business Development Corp.</td>
<td>1507 E. 53rd Street, Suite 906</td>
<td>312-436-0301</td>
<td></td>
<td><a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a></td>
<td><a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a></td>
<td>Yes</td>
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<td>Chicago, IL 60615</td>
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<tr>
<td>Do For Self Community Development Co.</td>
<td>7447 S South Shore Drive, Unit 22B</td>
<td>773-356-7661</td>
<td></td>
<td><a href="mailto:dennisdoforse@hotmail.com">dennisdoforse@hotmail.com</a></td>
<td><a href="http://www.doforsef.org">www.doforsef.org</a></td>
<td>No</td>
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<tr>
<td></td>
<td>Chicago, IL 60649</td>
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<tr>
<td>Federation of Women Contractors</td>
<td>216 W. Jackson Blvd. #625</td>
<td>312-360-1122</td>
<td>312-750-1203</td>
<td><a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a></td>
<td><a href="http://www.fwcchicago.com">www.fwcchicago.com</a></td>
<td>Yes</td>
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<tr>
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<tr>
<td>Chicago Women in Trades (CWIT)</td>
<td>2444 W. 16th Street</td>
<td>312-942-1444</td>
<td></td>
<td><a href="mailto:jvelinga@cwit2.org">jvelinga@cwit2.org</a></td>
<td><a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a></td>
<td>No</td>
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<td>Chicago, IL 60608</td>
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<tr>
<td>Cosmopolitan Chamber of Commerce</td>
<td>1633 S. Michigan Avenue</td>
<td>312-971-9594</td>
<td>312-341-9084</td>
<td><a href="mailto:rmcgowan@cosmochamber.org">rmcgowan@cosmochamber.org</a></td>
<td><a href="http://www.cosmochamber.org">www.cosmochamber.org</a></td>
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<td></td>
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<tr>
<td>Far South Community Development Corporation</td>
<td>5168 S. Michigan Avenue, 4N</td>
<td>312-632-0811</td>
<td>855-270-4175</td>
<td><a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a></td>
<td><a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a></td>
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<td>Chicago, IL 60615</td>
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<tr>
<td>Fresh Start Home Community Development Corp.</td>
<td>9923 S. Halsted Street, Suite D</td>
<td>773-941-4933</td>
<td>773-941-5252</td>
<td><a href="mailto:lacy@farsouth.org">lacy@farsouth.org</a></td>
<td><a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a></td>
<td>No</td>
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<tr>
<td></td>
<td>Chicago, IL 60628</td>
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<tr>
<td>Organization Name</td>
<td>Address</td>
<td>Phone</td>
<td>Fax</td>
<td>Email</td>
<td>Web Link</td>
<td>Maintains list of certified firms:</td>
<td>Provides training for businesses:</td>
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<tr>
<td>Greater Englewood Community Development Corp. *</td>
<td>815 W. 63rd Street</td>
<td>773-651-2400</td>
<td>773-651-2400</td>
<td><a href="mailto:jharbin@greaterenglewoodcdc.org">jharbin@greaterenglewoodcdc.org</a></td>
<td><a href="http://www.greaterenglewoodcdc.org">www.greaterenglewoodcdc.org</a></td>
<td>Yes</td>
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<tr>
<td>Greater Pilsen Economic Development Assoc. *</td>
<td>1801 S. Ashland</td>
<td>312-698-8898</td>
<td></td>
<td><a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a></td>
<td><a href="http://www.greaterpilsen.org">www.greaterpilsen.org</a></td>
<td>Yes</td>
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<td>Greater Far South Halsted Chamber of Commerce *</td>
<td>10615 S. Halsted Street</td>
<td>773-362-3373</td>
<td>773-471-8206</td>
<td><a href="mailto:cjames@greatersouthwest.org">cjames@greatersouthwest.org</a></td>
<td><a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a></td>
<td>Yes</td>
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<tr>
<td>Hispanic American Construction Industry Association (HACIA) *</td>
<td>650 W. Lake St., Unit 415</td>
<td>312-575-0389</td>
<td>312-575-0544</td>
<td><a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a></td>
<td><a href="http://www.haciaworks.org">www.haciaworks.org</a></td>
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<tr>
<td>Illinois Hispanic Chamber of Commerce *</td>
<td>222 Merchandise Mart Plaza, Suite 1212 c/o 1871</td>
<td>312-425-9500</td>
<td></td>
<td><a href="mailto:aalcantar@ihccbusiness.net">aalcantar@ihccbusiness.net</a></td>
<td><a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></td>
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<tr>
<td>Illinois State Black Chamber of Commerce *</td>
<td>411 Hamilton Blvd., Suite 1404</td>
<td>773-826-3295</td>
<td>773-359-4021</td>
<td><a href="mailto:jimbizcenter@gmail.com">jimbizcenter@gmail.com</a></td>
<td><a href="http://www.jlmcenter.org">www.jlmcenter.org</a></td>
<td>Yes</td>
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<tr>
<td>Latin American Chamber of Commerce *</td>
<td>3512 W. Fullerton Avenue</td>
<td>773-252-5211</td>
<td>773-252-7065</td>
<td><a href="mailto:d.lorezopadron@LACCUSA.com">d.lorezopadron@LACCUSA.com</a></td>
<td><a href="http://www.LACCUSA.com">www.LACCUSA.com</a></td>
<td>Yes</td>
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<tr>
<td>National Association of Women Business Owners *</td>
<td>500 Davis Street, Ste 812</td>
<td>773-410-2484</td>
<td>847-328-2018</td>
<td><a href="mailto:wjaehn@nawbochicago.org">wjaehn@nawbochicago.org</a></td>
<td><a href="http://www.nawbochicago.org">www.nawbochicago.org</a></td>
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<td>National Black Wall Street</td>
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<tr>
<td>4655 S. King Drive, Suite 203</td>
<td>33 W. Monroe, Suite 1540</td>
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<tr>
<td>Phone: 773-268-6900</td>
<td>Phone: 312-960-1239</td>
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<tr>
<td>Fax: 773-392-0165</td>
<td>Email: <a href="mailto:grandevents1@sbcglobal.net">grandevents1@sbcglobal.net</a></td>
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<td>Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></td>
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<tr>
<th>Neighborhood Development Services, NFP</th>
<th>Rainbow/PUSH Coalition</th>
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<tr>
<td>10416 South Maryland Avenue</td>
<td>930 E. 50th Street</td>
</tr>
<tr>
<td>Chicago, IL 60628</td>
<td>Chicago, IL 60615</td>
</tr>
<tr>
<td>Phone: 773-413-9348</td>
<td>Phone: 773-256-2768</td>
</tr>
<tr>
<td>Fax: 773-371-0032</td>
<td>Fax: 773-373-4103</td>
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<tr>
<td>Email: <a href="mailto:neighborhooddevservices@gmail.com">neighborhooddevservices@gmail.com</a></td>
<td>Email: <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a></td>
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<td>Web: <a href="http://www.ndsnfp.org">www.ndsnfp.org</a></td>
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<tr>
<th>Real Men Charities, Inc.</th>
<th>RTW Veteran Center</th>
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<tr>
<td>2423 E. 75th Street</td>
<td>7415 E. End, Suite 120</td>
</tr>
<tr>
<td>Chicago, IL 60649</td>
<td>Chicago, IL 60649</td>
</tr>
<tr>
<td>Phone: 773-425-4113</td>
<td>Phone: 773-406-1069</td>
</tr>
<tr>
<td>Email: <a href="mailto:ymoyo@realmencook.com">ymoyo@realmencook.com</a></td>
<td>Fax: 866-873-2494</td>
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<tr>
<td>Web: <a href="http://www.realmencook.com">www.realmencook.com</a></td>
<td>Email: <a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a></td>
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<th>South Shore Chamber, Inc.</th>
<th>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM)</th>
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<tbody>
<tr>
<td>1750 E. 71st Street</td>
<td>4550 S. Wabash Avenue</td>
</tr>
<tr>
<td>Chicago, IL 60649-2000</td>
<td>Chicago, IL 60653</td>
</tr>
<tr>
<td>Phone: 773-955-9508</td>
<td>Phone: 773-538-5120</td>
</tr>
<tr>
<td>Tonya Trice, Executive Director</td>
<td>Fax: 773-538-5125</td>
</tr>
<tr>
<td>Email: <a href="mailto:tttrace@southshorechamberinc.org">tttrace@southshorechamberinc.org</a></td>
<td>Email: <a href="mailto:spcdm@sbcglobal.net">spcdm@sbcglobal.net</a></td>
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<td>Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></td>
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<tr>
<th>The Monroe Foundation</th>
<th>US Minority Contractors Association, Inc.</th>
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<tbody>
<tr>
<td>1547 South Wolf Road</td>
<td>1250 Grove Ave, Suite 200</td>
</tr>
<tr>
<td>Hillside, Illinois 60162</td>
<td>Barrington, IL 60010</td>
</tr>
<tr>
<td>Phone: 773-315-9720</td>
<td>Phone: 847-708-1597</td>
</tr>
<tr>
<td>Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a></td>
<td>Fax: 847-382-1787</td>
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<td>Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a></td>
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<td>**Women’s Business Development Center * **</td>
<td><strong>Urban Broadcast Media, Inc.</strong></td>
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<td>------------------------------------------</td>
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<tr>
<td>Women’s Business Development Center 8 S. Michigan Ave., 4th Floor</td>
<td>Urban Broadcast Media, Inc. 4108 S. King Drive,</td>
</tr>
<tr>
<td>Chicago, IL 60603</td>
<td>Chicago, IL 60653</td>
</tr>
<tr>
<td>Phone: 312-853-3477</td>
<td>Phone: 312-614-1075</td>
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<td>Fax: 312-853-0145</td>
<td>Email: <a href="mailto:drleonlinney312@gmail.com">drleonlinney312@gmail.com</a></td>
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<td>Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a></td>
<td>Web: <a href="http://www.urbanbroadcastmedia.org">www.urbanbroadcastmedia.org</a></td>
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<td>Women Construction Owners &amp; Executives (WCOE) Chicago Caucus</td>
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<td>Women Construction Owners &amp; Executives (WCOE) Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a></td>
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<td>Women Construction Owners &amp; Executives (WCOE) Maintains list of certified firms: Yes</td>
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*Women Construction Owners & Executives (WCOE) Chicago Caucus* | 
| Your Community Consultants Foundation 9301 S. Parnell Ave., | Your Community Consultants Foundation 9301 S. Parnell Ave., |
| Your Community Consultants Foundation Chicago, IL 60620 | Chicago, IL 60620 |
| Your Community Consultants Foundation Phone: 773-224-9299 | Your Community Consultants Foundation Phone: 773-224-9299 |
| Your Community Consultants Foundation Fax: 773-371-0032 | Your Community Consultants Foundation Fax: 773-371-0032 |
| Your Community Consultants Foundation Email: allen81354@aol.com | Your Community Consultants Foundation Email: allen81354@aol.com |
| Your Community Consultants Foundation Maintains list of certified firms: No | Your Community Consultants Foundation Maintains list of certified firms: No |
| Your Community Consultants Foundation Provides training for businesses: Yes | Your Community Consultants Foundation Provides training for businesses: Yes |

**Your Community Consultants Foundation**
Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer’s Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 938807
Project Description: Expert Professional Integrity Monitoring Services

(Assist Agency Name and Address – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY)

Dear _________________________:

___________________ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____________ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

________________________________________________________________________________________

________________________________________________________________________________________

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted. If you are aware of such a firm, please contact

________________________________________________________________________________________

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago’s MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _________________.

Sincerely,
SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: ____________________________
   Address of joint venture: ____________________________
   Phone number of joint venture: ____________________________

II. Identify each non-MBE/WBE venturer(s):
   Name of Firm: ____________________________
   Address: ____________________________
   Phone: ____________________________
   Contact person for matters concerning MBE/WBE compliance: ____________________________

III. Identify each MBE/WBE venturer(s):
   Name of Firm: ____________________________
   Address: ____________________________
   Phone: ____________________________
   Contact person for matters concerning MBE/WBE compliance: ____________________________

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:_____________________________
    ________________________________
    ________________________________

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE’s own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture

   A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

   MBE/WBE ownership percentage(s) ________
   Non-MBE/WBE ownership percentage(s) ________

   B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

   1. Profit and loss sharing: ____________________________

   2. Capital contributions:

   (a) Dollar amounts of initial contribution: ____________________________

Page 1 of 5
Schedule B: Affidavit of Joint Venture (MBE/WBE)

(b) Dollar amounts of anticipated on-going contributions:______________

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:
Schedule B: Affidavit of Joint Venture (MBE/WBE)

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):
   1. Supervision of field operations:
   2. Major purchases:
   3. Estimating:
   4. Engineering:

VIII. Financial Controls of joint venture:
   A. Which firm and/or individual will be responsible for keeping the books of account?

   B. Identify the managing partner, if any, and describe the means and measure of their compensation:

   C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture’s work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.
### Schedule B: Affidavit of Joint Venture (MBE/WBE)

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<tr>
<th>Trade</th>
<th>Non-MBE/WBE Firm (Number)</th>
<th>MBE/WBE (Number)</th>
<th>Joint Venture (Number)</th>
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If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?  
   Currently employed by non-MBE/WBE (number) _____  Employed by MBE/WBE _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:
   ____________________________________________

C. Which venturer will be responsible for the preparation of joint venture payrolls:
   ____________________________________________

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
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   ____________________________________________
   ____________________________________________
   ____________________________________________
Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of __________ , 20 ___, the above-signed officers

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires:

(SEAL)
Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: __________________________ Specification No.: __________________________

From: ____________________________________________
(Name of MBE/WBE Firm)

To: _____________________________________________
(Name of Prime Contractor)

and the City of Chicago.

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE “manufacturer.” 80% participation is credited for the use of a MBE or WBE “regular dealer.”

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

__________________________________________

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

__________________________________________

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

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

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

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

__________________________________________
(Signature of President/Chief Executive Officer or Authorized Agent of MBE/WBE) (Title)

__________________________________________
(Name and Title—Please Print)

__________________________________________
(Email & Phone Number)

09/2013
Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan

SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: ______________________________

Specification No.: ______________________________

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of ______________________________

(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

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

1. Name of MBE/WBE: ______________________________

   Address: ______________________________

   Contact Person: ______________________________

   Phone Number: ______________________________

   Dollar Value of Participation $ ______________________________

   Percentage of Participation % ______________________________

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

   Total Participation % __________

2. Name of MBE/WBE: ______________________________

   Address: ______________________________

   Contact Person: ______________________________
Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number:___________________________________________________________

Dollar Value of Participation $________________________________________________

Percentage of Participation %______________________________________________

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%  
Total Participation %__________

3. Name of MBE/WBE:_______________________________________________________

Address:________________________________________________________________

Contact Person:_____________________________________________________________

Phone Number:_____________________________________________________________

Dollar Value of Participation $_________________________________________________

Percentage of Participation %_______________________________________________

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%  
Total Participation %__________

4. Name of MBE/WBE:_______________________________________________________

Address:________________________________________________________________

Contact Person:_____________________________________________________________

Phone Number:_____________________________________________________________

Dollar Value of Participation $_________________________________________________

Percentage of Participation %_______________________________________________

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%  
Total Participation %__________

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

ME/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE:_______________________________________________________

Address:________________________________________________________________

Contact Person:_____________________________________________________________
Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: ____________________________________________

Dollar Value of Participation $ ____________________________________________

Percentage of Participation % ____________________________________________

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

Total Participation % _______

2. Name of MBE/WBE______________________________
   Address: ____________________________________________
   Contact Person: ________________________________________
   Phone Number: ________________________________________
   Dollar Value of Participation $ _____________________________
   Percentage of Participation % _____________________________
   Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add’l Percentage Claimed: ____ %

Total Participation % _______

3. Name of MBE/WBE______________________________
   Address: ____________________________________________
   Contact Person: ________________________________________
   Phone Number: ________________________________________
   Dollar Value of Participation $ _____________________________
   Percentage of Participation % _____________________________
   Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add’l Percentage Claimed: ____ %

Total Participation % _______

4. Name of MBE/WBE______________________________
   Address: ____________________________________________
   Contact Person: ________________________________________
   Phone Number: ________________________________________
   Dollar Value of Participation $ _____________________________
   Percentage of Participation % _____________________________
   Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add’l Percentage Claimed: ____ %

Total Participation % _______

5. Attach Additional Sheets as Needed
### III. Summary of MBE/WBE Proposal

#### A. MBE Proposal (Direct & Indirect)

1. **MBE Direct Participation**

<table>
<thead>
<tr>
<th>MBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<td><strong>Total Direct MBE Participation</strong></td>
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2. **MBE Indirect Participation**

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<th>MBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<td><strong>Total Indirect MBE Participation</strong></td>
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#### B. WBE Proposal (Direct & Indirect)

1. **WBE Direct Participation**

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<th>WBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<td><strong>Total Direct WBE Participation</strong></td>
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2. **WBE Indirect Participation**

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<td><strong>Total Indirect WBE Participation</strong></td>
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Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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

(Name- Please Print or Type) ____________________________ (Phone) ____________________________

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

(Name of Prime Contractor – Print or Type) ____________________________

(State of: ____________________________) ____________________________

(County of: ____________________________) ____________________________

(Signature) ____________________________

(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: ____________________________

08/2013  Page 5 of 5
EXHIBIT 6: SCHEDULE OF COMPENSATION

A. **Fully-Loaded Hourly Rates.** The Contractor, subject to the Provisions of this Contract, shall be paid based upon the maximum rates as listed below in consideration of the Services rendered in performance of this Contract. The maximum, fully-loaded hourly labor rates include labor, overhead, burden, and profit. These maximum, fully-loaded hourly labor rates will not change during the initial five (5) year of the contract term. However, after the initial five (5) year term, the Contractor may submit in writing, a request for a rate increase for these Maximum Hourly Rates, subject to the approval and discretion of the Chief Procurement Officer and the Commissioner of Aviation.

B. **Fully-Loaded Hourly Rates for Contractor and Subcontractor Personnel.** All Contractor and Subcontractor personnel and the fully-loaded hourly rate billable for each are subject to the prior approval of the Commissioner. The fully-loaded rates for all personnel during each year of the Agreement must conform to the maximum hourly rates as listed in Exhibit 6A: Maximum Hourly Rates (see attached). The addition of position classifications to Exhibit 6A: Maximum Hourly Rates is subject to the prior approval of the Commissioner and the Chief Procurement Officer. Maximum Hourly Rates for Subcontractors approved after the award of the Contract are subject to the prior approval of the Commissioner and the Chief Procurement Officer.

C. **Premium on overtime.** To the extent that the Contractor pays its employees an hourly premium in excess of its regular hourly rates for overtime spent in performing the Services, the cost of the premium will be treated as a Direct Cost (see Project Reimbursable Expenses below). Any such overtime may occur only with the City's prior written approval.

D. **Mark-Up on Subcontractor Costs.** In no event will the Contractor be entitled to any mark-up of Subcontractor costs.

E. **Project Reimbursable Expenses ("Direct Costs").** Contractor will be reimbursed for certain expenses incurred in the satisfactory performance of the Services. Allowable Direct Costs consist of and are limited to expenses not provided for elsewhere which have been paid for or incurred by Contractor (or Subcontractor) in performance of the Services and subject to the limitations set forth below. Any expenditure in excess of $1,000.00, which qualifies as a Direct Cost, will require prior written approval of the Commissioner. Contractor will not break down an expenditure, which would otherwise be greater than $1,000.00 in order to avoid this approval requirement. Other Direct Costs will include the following:

1. **Drawings, Printing, and Reproduction Costs.** The costs of all printing, binding, and reproduction related only to the production of submittals to the City.
2. **Long Distance Telephone, Facsimile, and Shipping Costs.** Long distance telephone calls, fax transmissions, postage, messenger, and overnight delivery costs.

3. **Travel and Related Expenses.** Whenever out of town travel is necessary in the performance of the Services, Contractor will obtain prior written approval from the Commissioner for expenses related to travel into or out of the City. All such expenses will conform to the City’s travel reimbursement guidelines which can be found at [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). Expenses incurred for travel into Chicago will be subject to Group II Limitations as set forth in the City’s travel guidelines.

4. **Equipment, Tools, and Vehicles.** Cost of any equipment, tools, furniture, computer, or vehicles hired/leased or purchased for the performance of the Services, provided that any such item purchased immediately becomes the property of the City and further provided that the Contractor will obtain prior written approval of the Commissioner for the purchase, hire, or lease of such equipment, tools, furniture, computer, or vehicles to the extent any one such item will cost in excess of $1,000.00.

   Vehicle leases and vehicles expenses require the Commissioner’s prior written approval. Vehicles expenses will include routine maintenance, insurance, license, tags, taxes, and project-related expenses associated with the use of the vehicle by CDA staff and/or the Subcontractor.

5. **Permits and Fees.** Costs to Contractor for permits and fees, if any, required to carry out the Services, except for normal business and professional fees.

6. **Miscellaneous.** Any other costs or expenses incurred by the Contractor as reasonable and necessary for the proper performance of the Services and allowable and directly allocable to the project. Any such expenditure in excess of $1,000 will require prior approval of the Commissioner.
### Exhibit 6A: Maximum Hourly Rates

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EXHIBIT 7

CONTRACT INSURANCE REQUIREMENTS

Chicago Department of Aviation (CDA)

Expert Professional Integrity Monitoring Services

A. INSURANCE REQUIRED

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

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services, or operations under this Contract and Employers Liability coverage with limits of not less than $500,000 each accident; $500,000 disease-policy limit; and $500,000 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 state 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 $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not 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 $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an 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) Professional Liability
When any professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000. Coverage must include, but not be limited to, technology errors and omissions. 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.

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

6) Property
Contractor is responsible for all loss or damage to City property at full replacement cost that results from this Contract.

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

B. ADDITIONAL REQUIREMENTS
Evidence of Insurance. Contractor must furnish the City, CDA, 10510 West Zemke Road, 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City’s receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor’s liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the
insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

**Notice of Material Change, Cancellation or Non-Renewal.** Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

**Waiver of Subrogation.** Contractor hereby waives its rights and its insurer(s)’ rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor’s insurer(s).

**Contractor’s Insurance Primary.** All insurance required of Contractor under this Contract must be endorsed to state that Contractor’s insurance policy is primary and not contributory with any insurance carrier by the City.

**No Limitation as to Contractor’s Liabilities.** The coverages and limits furnished by Contractor in no way limit the Contractor’s liabilities and responsibilities specified within the Contract or by law.

**No Contribution by City.** Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

**Insurance and Limits Maintained.** If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

**Joint Venture or Limited Liability Company.** If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

**Other Insurance obtained by Contractor.** If Contractor desires additional coverages, Contractor will be responsible for the acquisition and cost.

**Insurance required of Subcontractors.** Contractor must name the Subcontractor(s) as a named insured(s) under Contractor’s insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker’s Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or
other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor’s liability or responsibility.

City’s Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.
EXHIBIT 8: SAMPLE PROFESSIONAL SERVICES CONTRACT

Spec. No.: 938807
P.O. No.: _____
Vendor No.: _______

City-Funded

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF AVIATION

AND

________________________
EXPERT PROFESSIONAL INTEGRITY MONITORING SERVICES

RAHM EMANUEL
MAYOR
Shannon E. Andrews
Chief Procurement Officer
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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 _________________ ("City"), at Chicago, Illinois.

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 and Time Limits for Performance
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence 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)
- Exhibit 7: List of Subcontractors
- Exhibit 8: Hourly Rates
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 that solicitation which may be subject to negotiation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

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

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

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.
The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

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

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

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

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

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

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

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

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval
The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

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

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

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

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

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

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.
Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

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

3.1.4.4. No Third Party Beneficiaries
The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

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

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

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

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

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

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

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

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

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

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

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

3.1.4.10. No Waiver of Legal Rights
Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

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

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

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

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

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

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.
Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

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

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

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

3.1.6. Indemnity

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

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

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor’s performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.
At the City Corporation Counsel’s option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: https://chicago.mwdbe.com
(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

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

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

3.2.3.2. Payment to Subcontractors Within Seven Days

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

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

3.2.3.2.1. Reporting Failures to Promptly Pay


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 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

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

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

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

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

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

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

3.3. Compliance With All Laws

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

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

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

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

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

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

3.3.5. Other Non-Discrimination Requirements
3.3.5.1. Illinois Human Rights Act
3.3.5.1.1. Generally
Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as
amended and any rules and regulations promulgated in accordance therewith, including, but
not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A,
and as further described below.
Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.5.1.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)
Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means “having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

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

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

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

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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

D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor’s obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor’s

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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 III. 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 III. Admin. Code Part 750.

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

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

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

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

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

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

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

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

3.3.5.4. Business Enterprises Owned by People With Disabilities (BEPD)
Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities (“BEPD”) as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

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

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

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

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

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

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

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

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

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

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

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

3.3.6.2. Living Wage Ordinance

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

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

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

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

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

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

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

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

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

**3.3.6.4. Equal Pay**

**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 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

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

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

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

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

3.3.7.3. Federal Terrorist (No-Business) List
Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

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

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

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

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

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

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

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

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

3.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4
No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.
Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

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

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

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or
the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.)
3.3.10.2. **MacBride Principles Ordinance, MCC Sect. 2-92-580**

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

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

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

3.3.10.3. **City Hiring Plan Prohibitions**

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

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

C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

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

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

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

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

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

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

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

3.3.10.10. **Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)**
For purposes of this section, the following definitions shall apply:

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

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

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

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

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

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

3.3.10.11. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)
Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.
During the period while this Contract is executory, Contractor’s or any Subcontractor’s violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

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

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

3.4. Contract Disputes

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

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

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

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

3.4.2. Procedure for Bringing Disputes before the CPO
Only after the Commissioner has rendered a final decision denying the Contractor’s claim may a dispute be brought before the CPO.

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

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

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

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

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Contract including the following:

C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services

D. Failure to have and maintain all professional licenses required by law to perform the Services;

E. Failure to timely perform the Services;

F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

H. Discontinuance of the Services for reasons within Contractor's reasonable control;

I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;

J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and

K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.

L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.

M. Contractor’s repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.

N. Contractor’s use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

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

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

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

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

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

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

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

A. The right to take over and complete the Services, or any part of them, at Contractor’s expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor.

B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;

C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;

D. The right to seek money damages;

E. The right to withhold all or any part of Contractor’s compensation under this Contract;

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

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

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

3.5.6. Early Termination
The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.
After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

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

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

3.6. Department-specific Requirements
Contractor must comply with the relevant user Department’s specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements
For purposes of this section "Airport" refers to either Midway International Airport or O’Hare International Airport, which are both owned and operated by the City of Chicago.

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

3.6.1.2. Aviation Security
This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City’s airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.
Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor’s constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

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

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

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

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

A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver’s License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.
3.6.1.4. General Requirements Regarding Airport Operations

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

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

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

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

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

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

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

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

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

3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)
The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES – SINGLE PROJECT

4.1. Providing Services
The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor’s risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

4.2. 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.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor’s Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

4.3. Deliverables
In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. “Deliverables” include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.
Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

4.4. Additional Services

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.6. Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contract upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contract by written notice to the City may treat the suspension as an early termination of this Agreement under the "Standard Terms and Conditions."

4.7. Personnel

4.7.1. 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.

4.7.2. 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.

4.7.3. 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.

4.8. 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.

4.9. 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 as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor’s direct involvement and consent.

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.

4.9.1. 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.

4.9.2. Indemnity
Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnity 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.

4.10. 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.

4.11. Cooperation
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.

4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility
Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor
fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contractor or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

4.13. Reimbursement for Travel
In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. The Guidelines may be downloaded from the Internet at: http://www.cityofchicago.org/Forms. The direct link is:

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

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.
ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services
This Contract is for Lead Tunnel Design and Engineering Services-Terminal Area Plan for the O'Hare 21 Program at O'Hare International Airport.

More specifically, the Services that Consultant must provide are described in Exhibit 1, "Scope of Services and Time Limits for Performance."

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 _______________ months, 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. Contract Extension Option
The City has the option to extend the term of this Contract for two additional ____________-month terms or a single additional ____________-month term beyond the ______-month term set forth above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

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

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

5.5. 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 "Special Conditions for Professional Services Contracts," above.

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. Submission of Invoices
Invoices must be sent to: ____________________________________________, or as otherwise required by the Department.

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. 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.

**5.5.5. 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.
MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

PLACEHOLDER
ARTICLE 7. INSURANCE REQUIREMENTS

PLACEHOLDER
ARTICLE 8. SIGNATURE PAGE

Contract Number:
Specification Number: 880169
Contractor (Vendor) Name:
Total Amount (Value):
Fund Chargeable:

SIGNED at Chicago, Illinois:

CONTRACTOR:

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).

__________________________________________  __________________________
Notary Public                                           Commission Expires

CITY OF CHICAGO

By: ____________________________________________
Mayor                                               Date

__________________________________________
Comptroller                                         Date

__________________________________________
Chief Procurement Officer                          Date
EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.
EXHIBIT 1: SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE
EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)
EXHIBIT 5: MBE / WBE COMPLIANCE PLAN
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)
EXHIBIT 8: HOURLY RATES
EXHIBIT 9
CITY OF CHICAGO
SEXUAL HARASSMENT POLICY AFFIDAVIT

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: Insurance Broker Services and Administration of an Owner Controlled Insurance Program (OCIP) for O'Hare Airport Construction Projects
Specification #: 811229

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

(i) the illegality of sexual harassment;
(ii) the definition of sexual harassment; and
(iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: ________________________________________________________________ (Print or Type)

Signature of Authorized Officer: ______________________________________________________ (Signature)

Title of Signatory: ________________________________________________________________ (Print or Type)

State of _________________________
County of ________________________
Signed and sworn (or affirmed) to before me on ____________ (date) by ______________________ (name/s of person/s making statement).

(Signature of Notary Public)
(Seal)